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GENERAL OVERVIEW

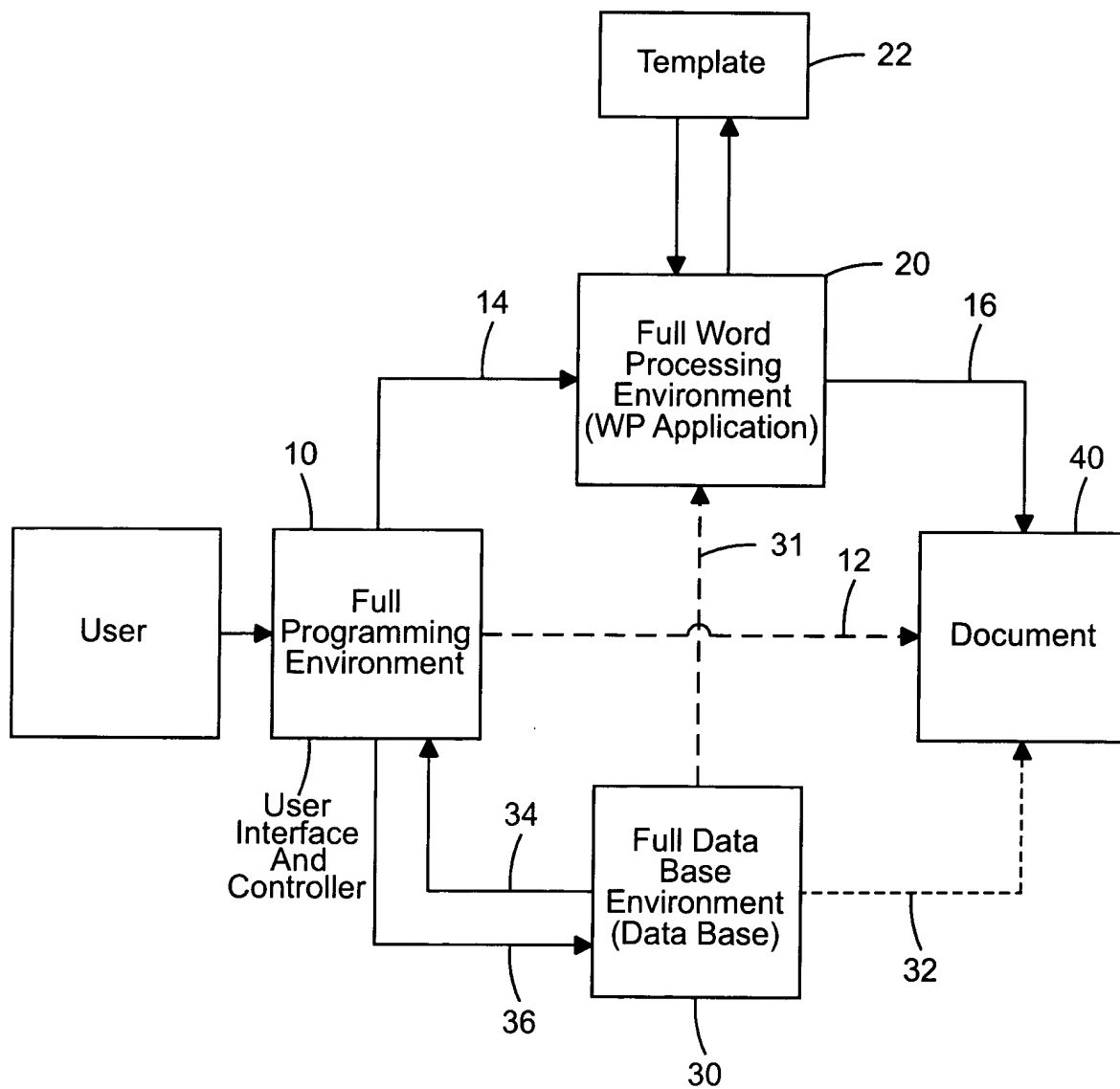


FIG. 1

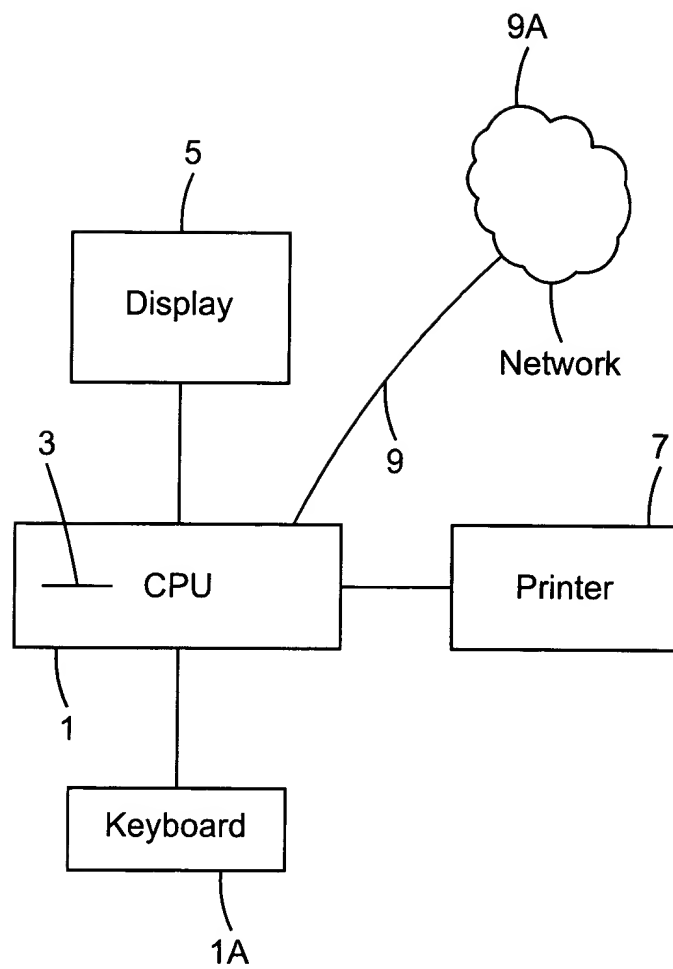


FIG. 1A

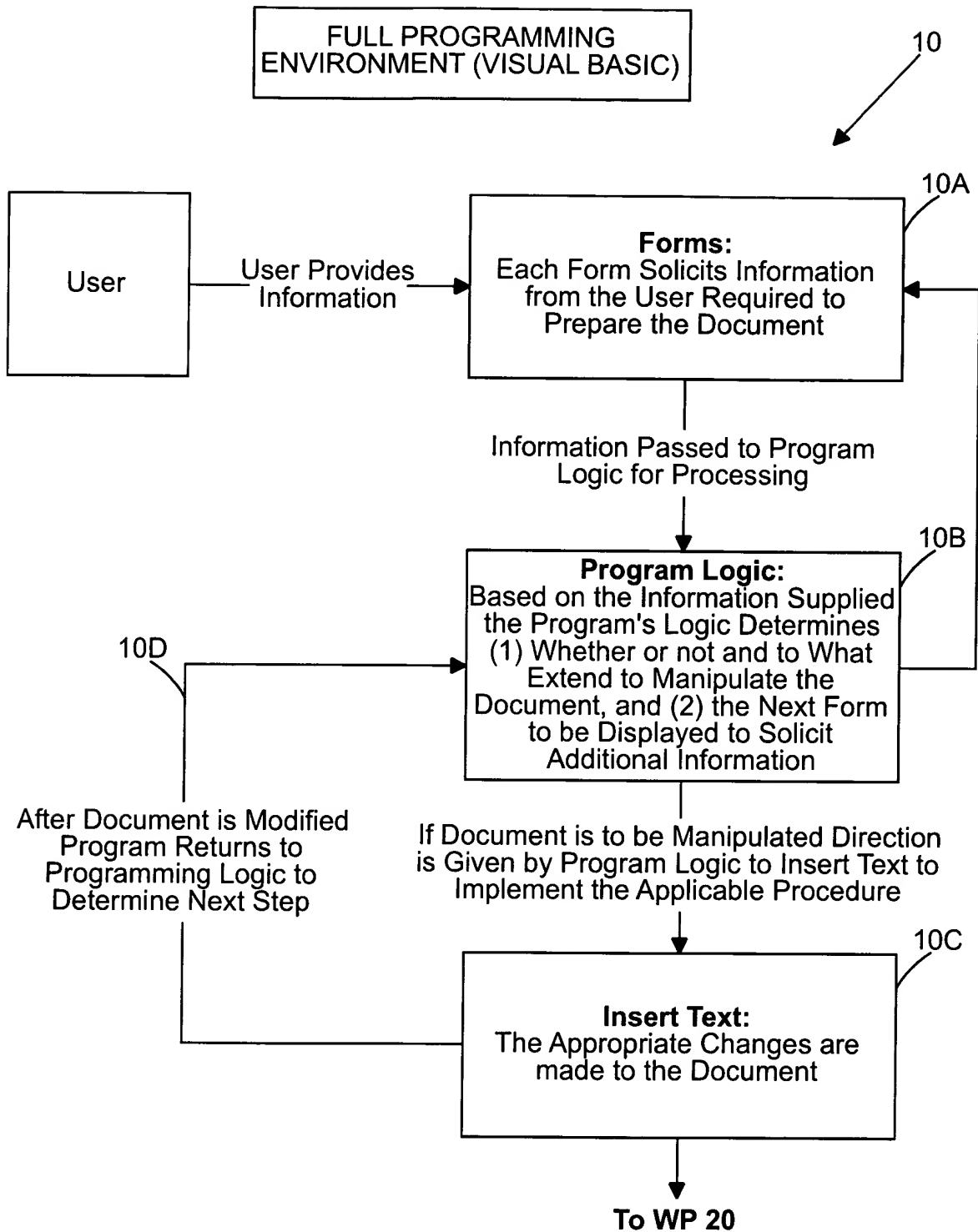


FIG. 2



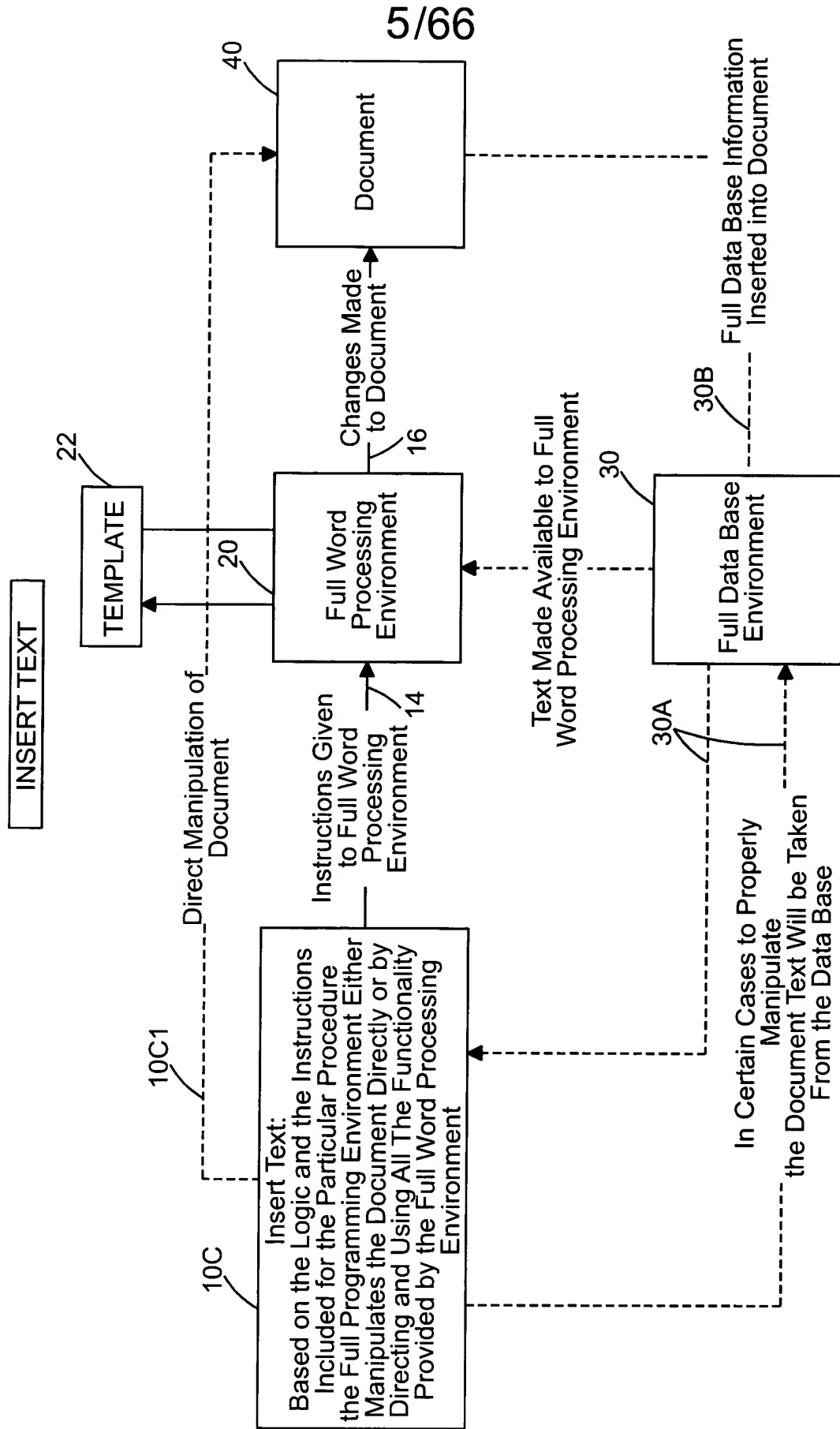


FIG. 4

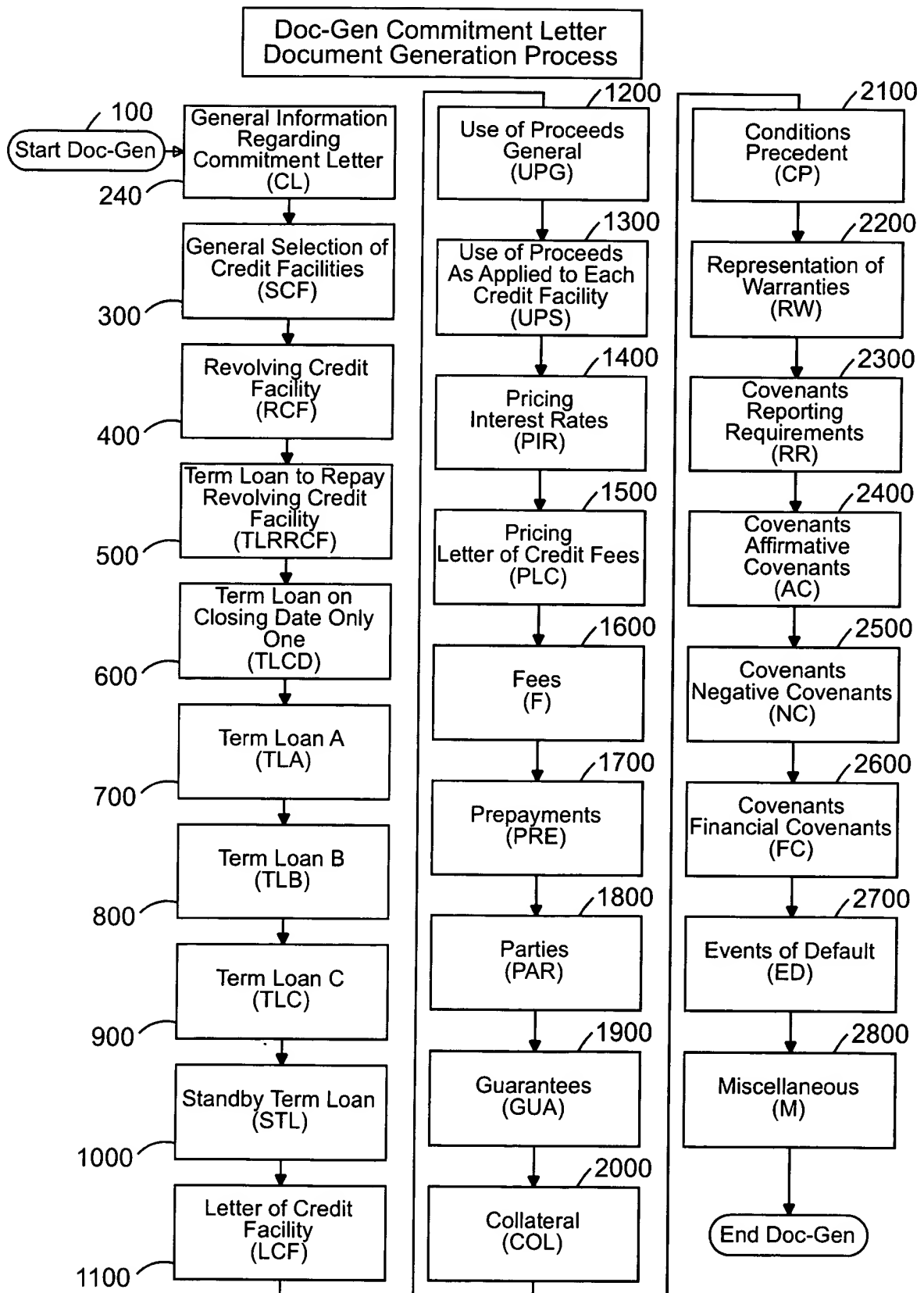


FIG. 5

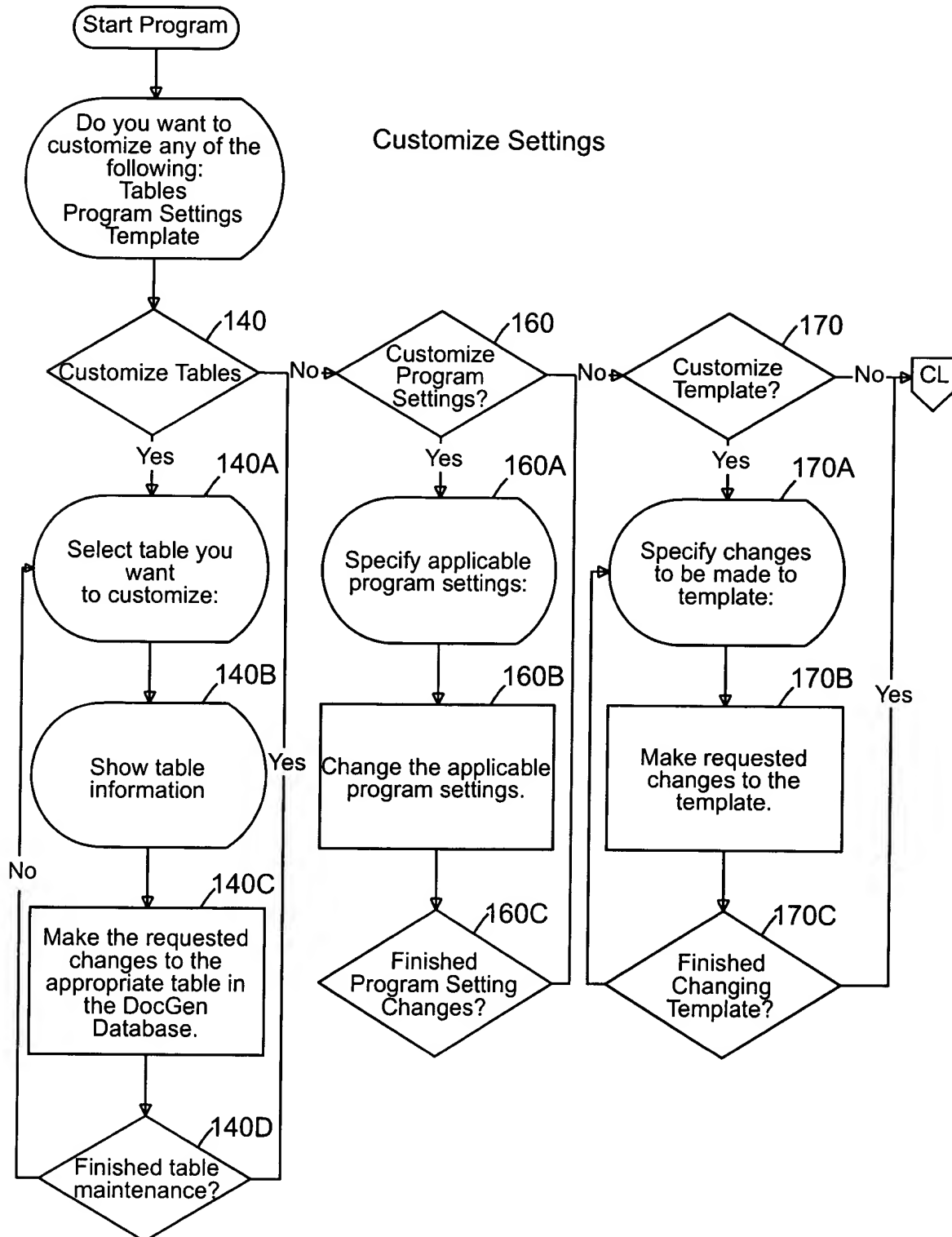
DocGen Commitment Letter  
Programming Logic

FIG. 6A

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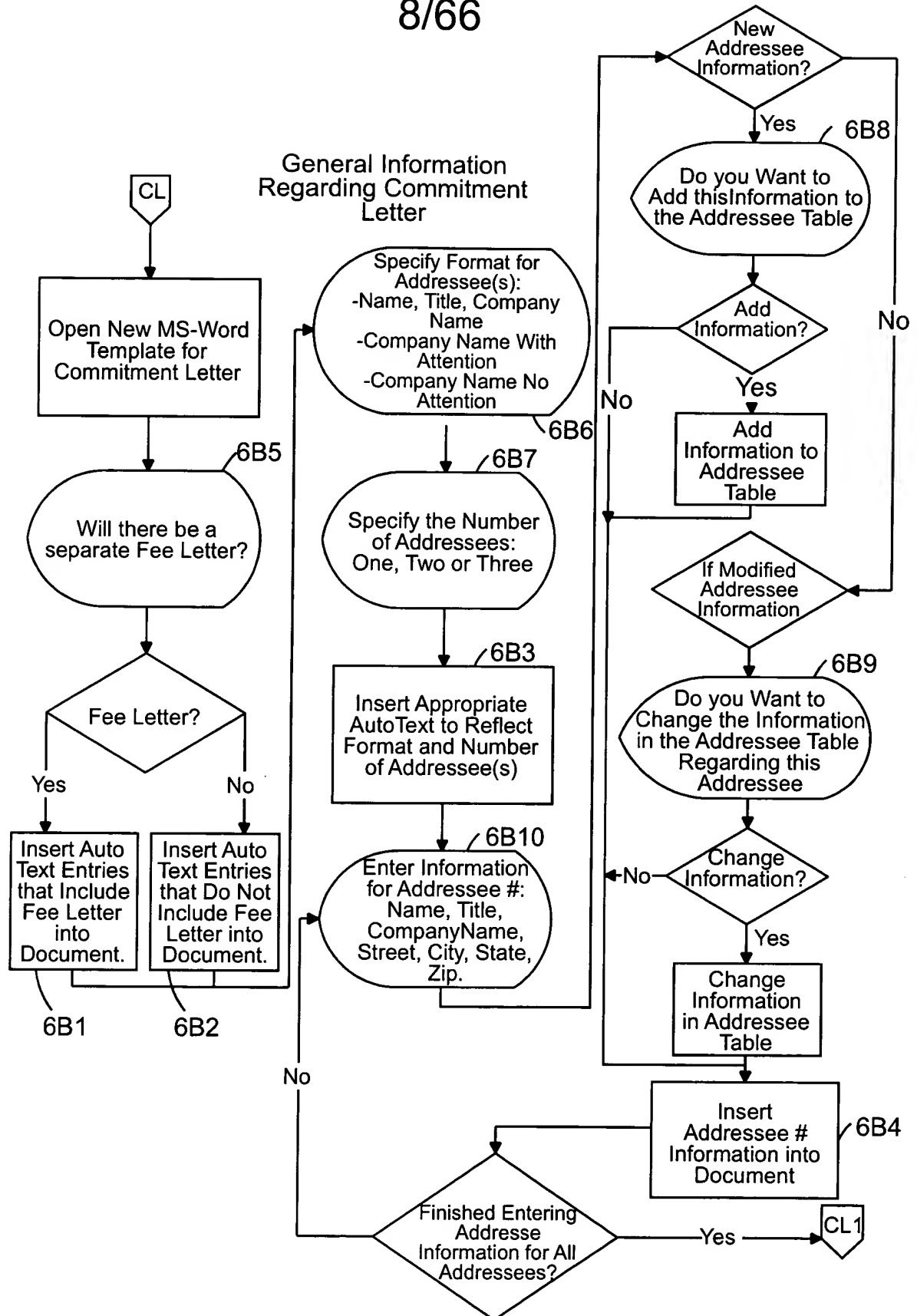


FIG. 6B



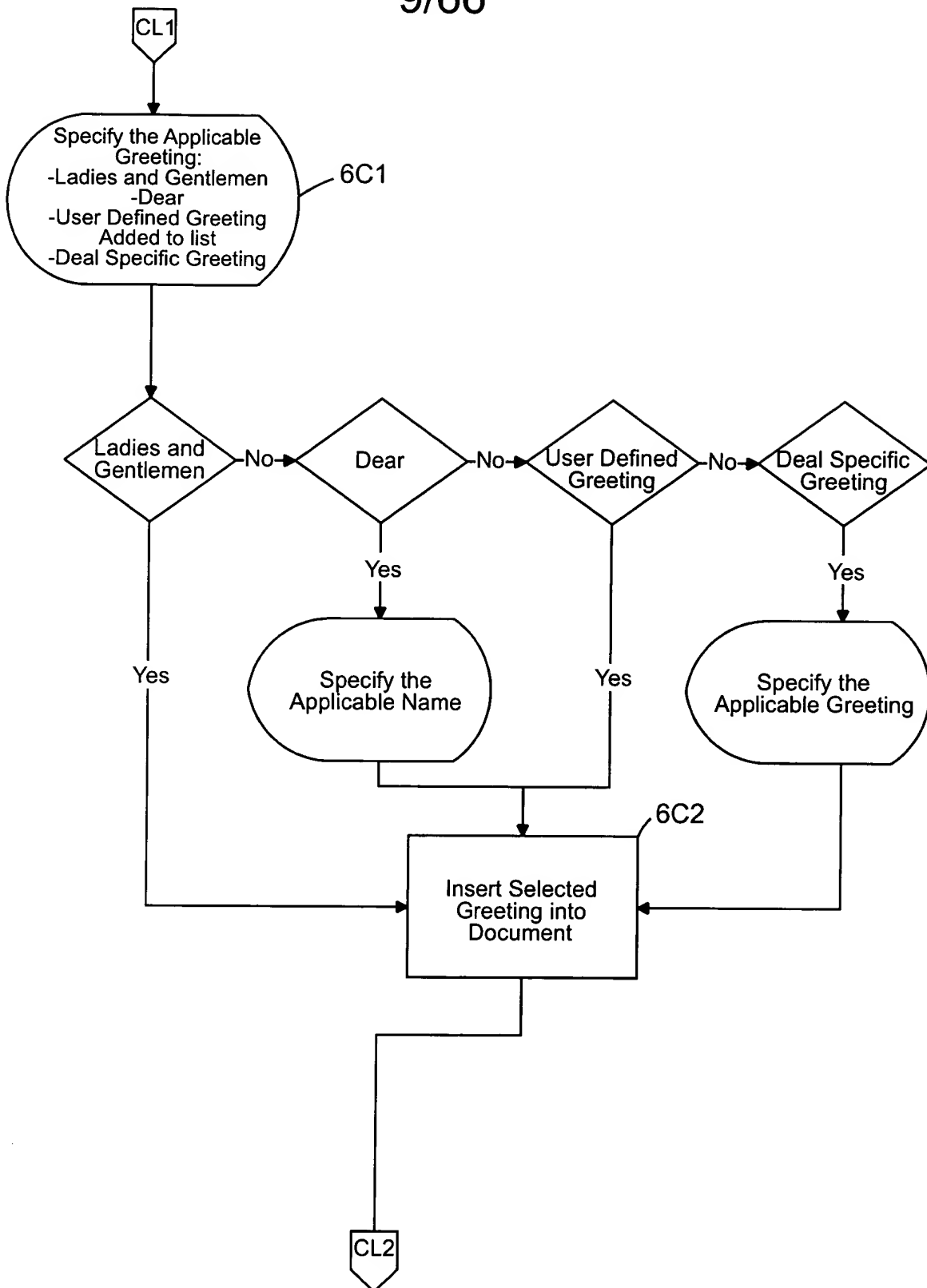


FIG. 6C

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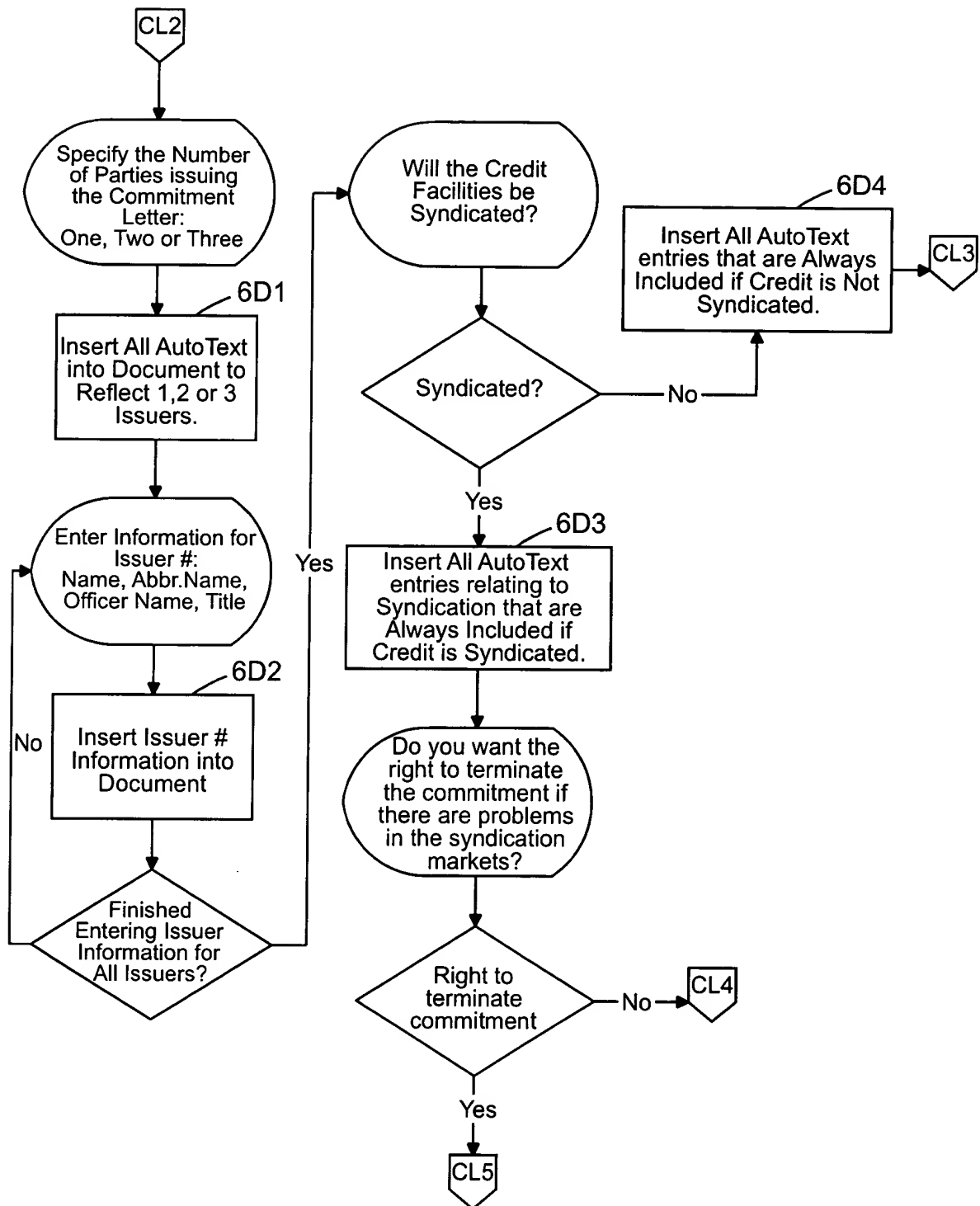


FIG. 6D

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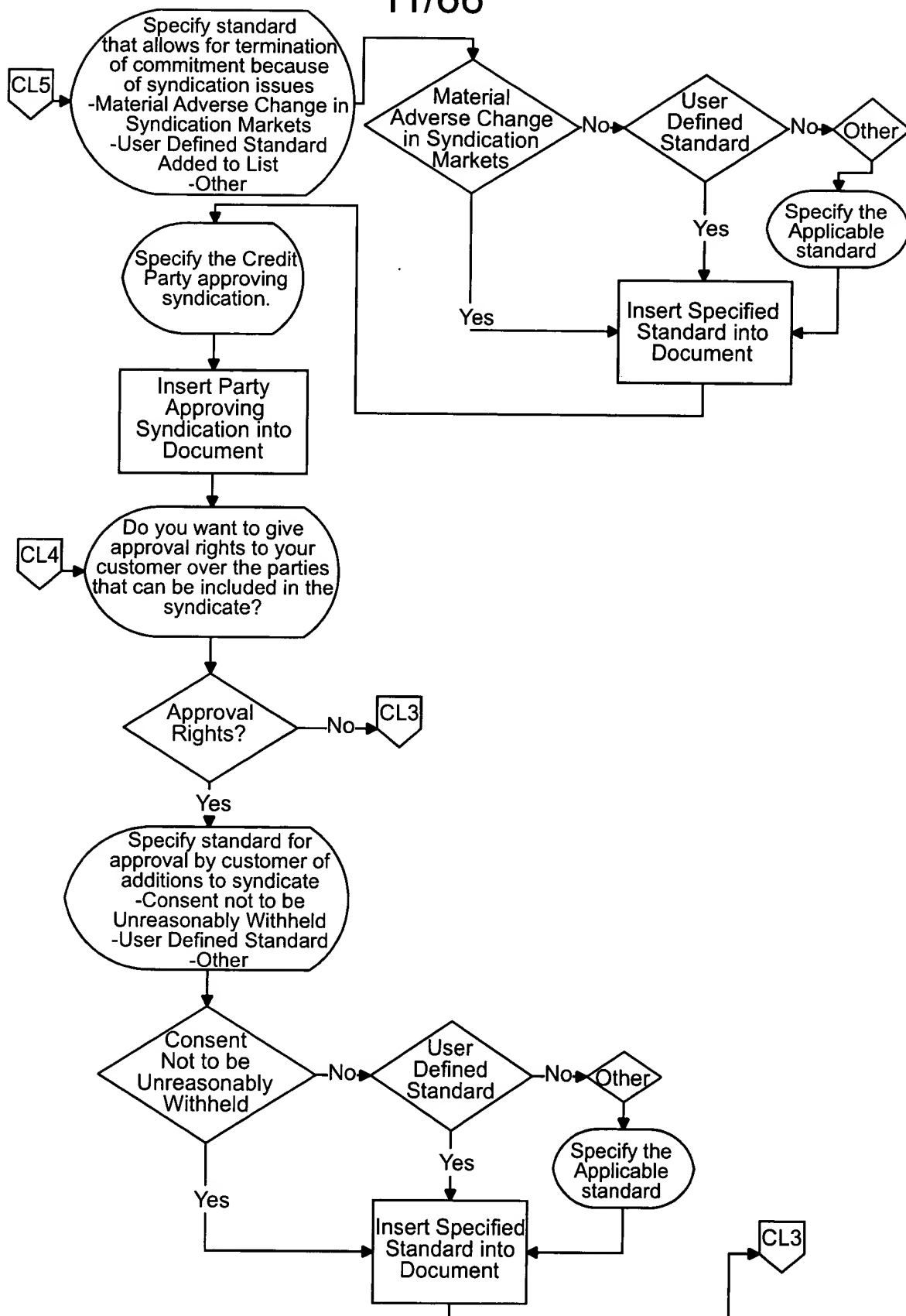


FIG. 6E

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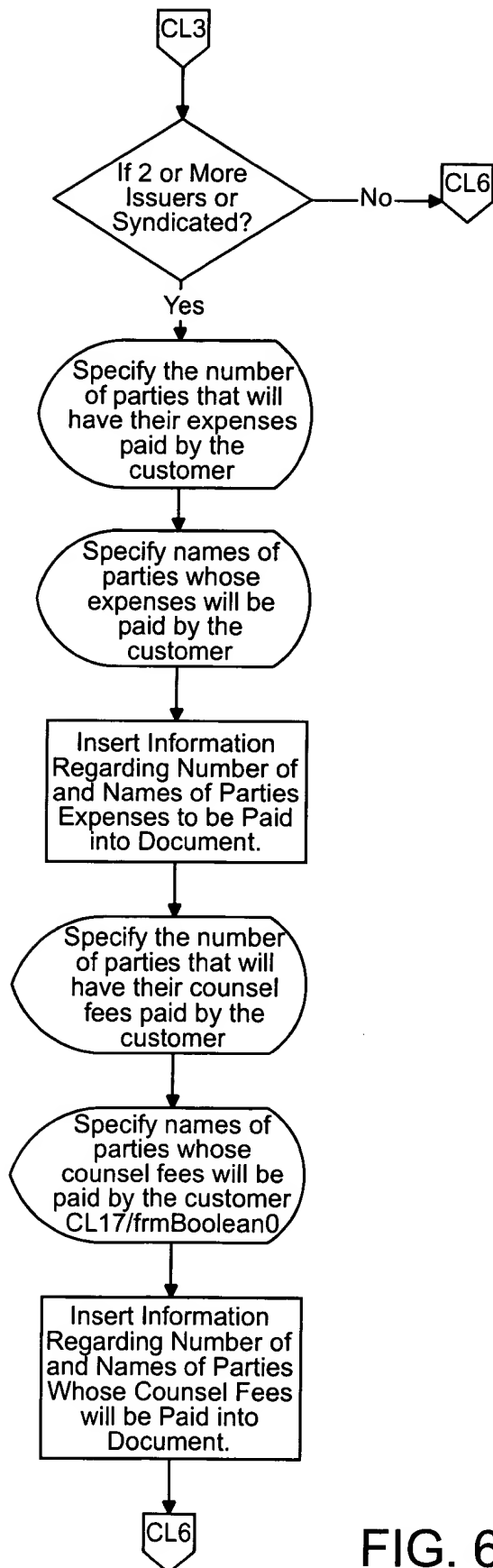


FIG. 6F

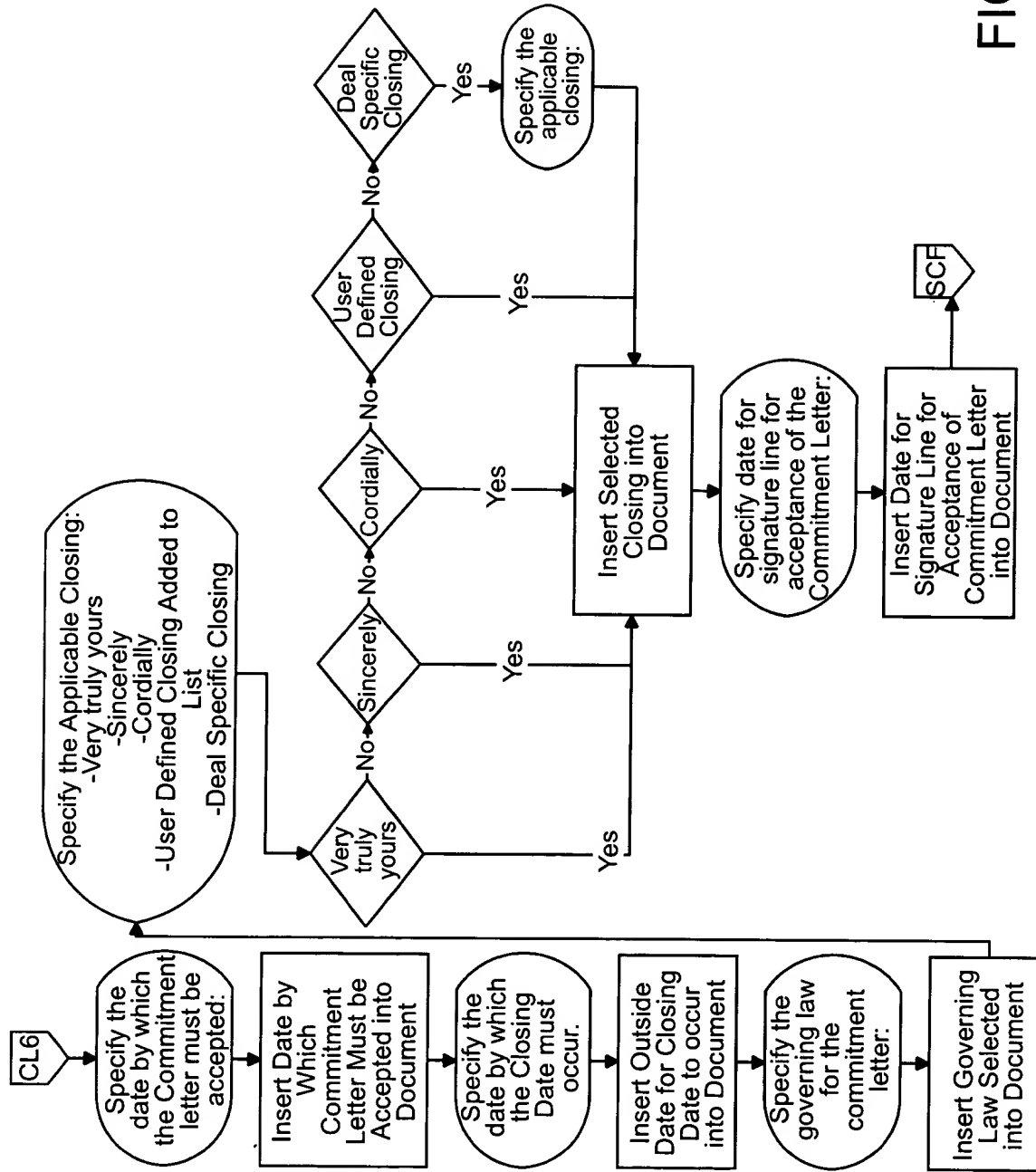


FIG. 6G

## Selection of Credit Facilities

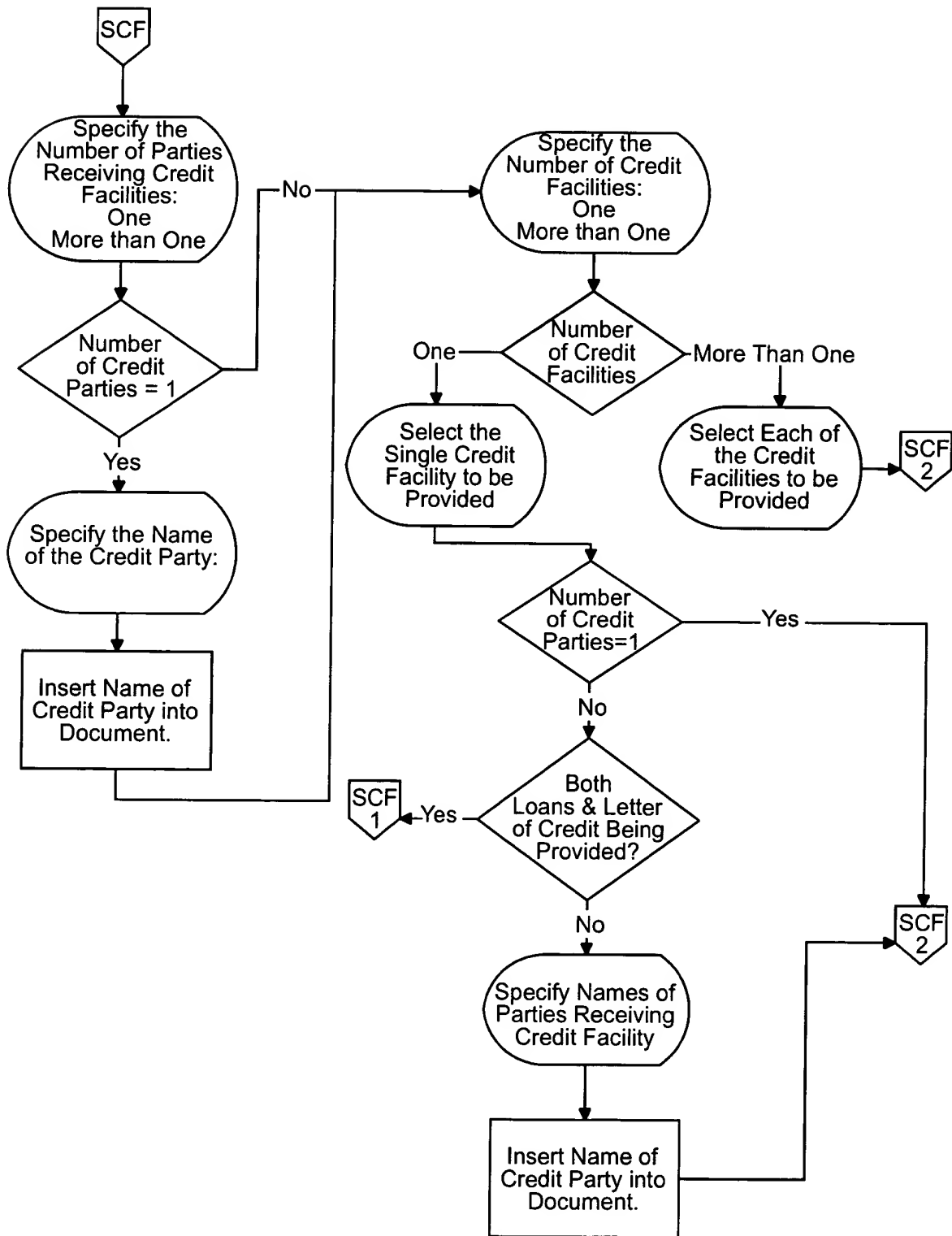


FIG. 6H

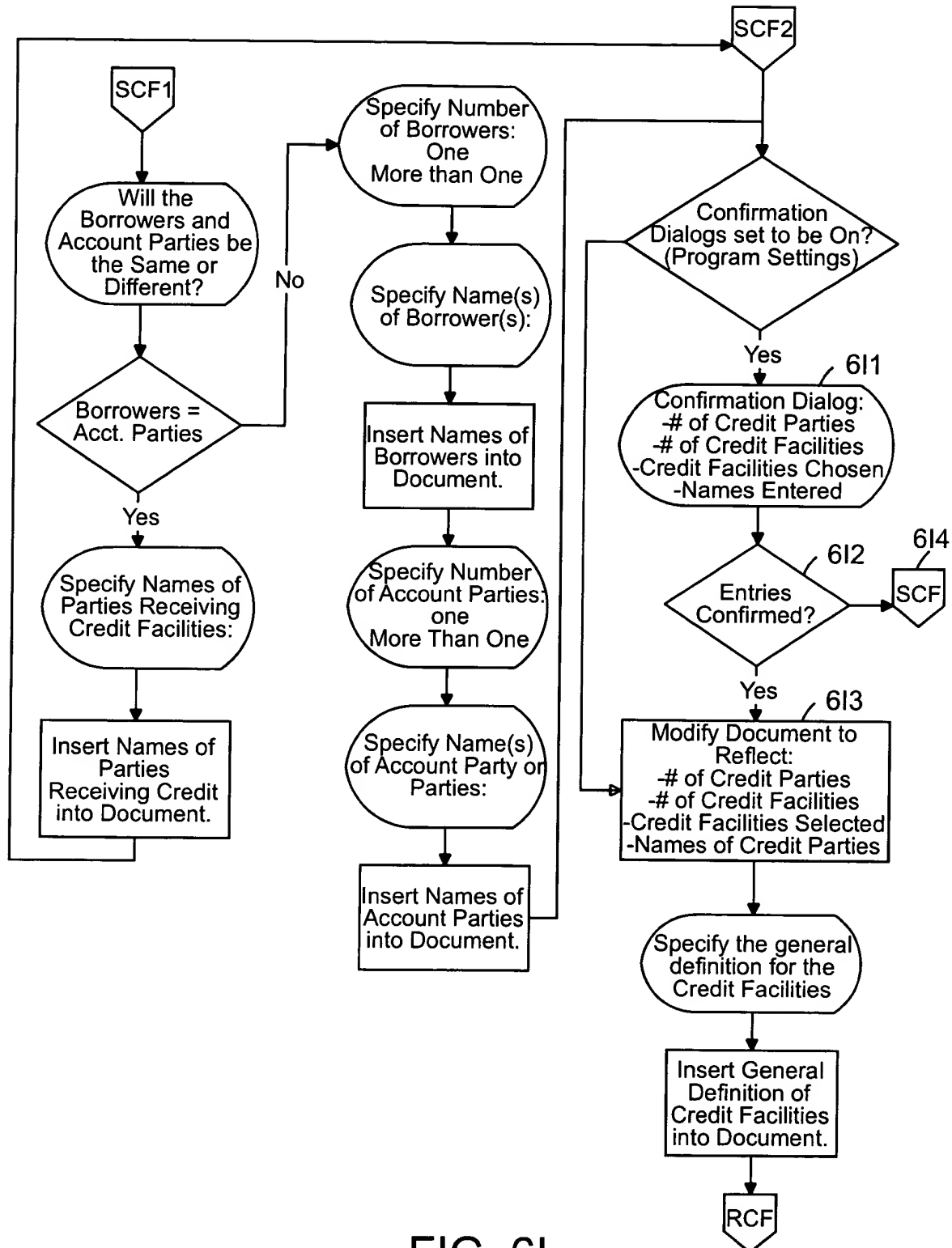


FIG. 61

## Revolving Credit Facility

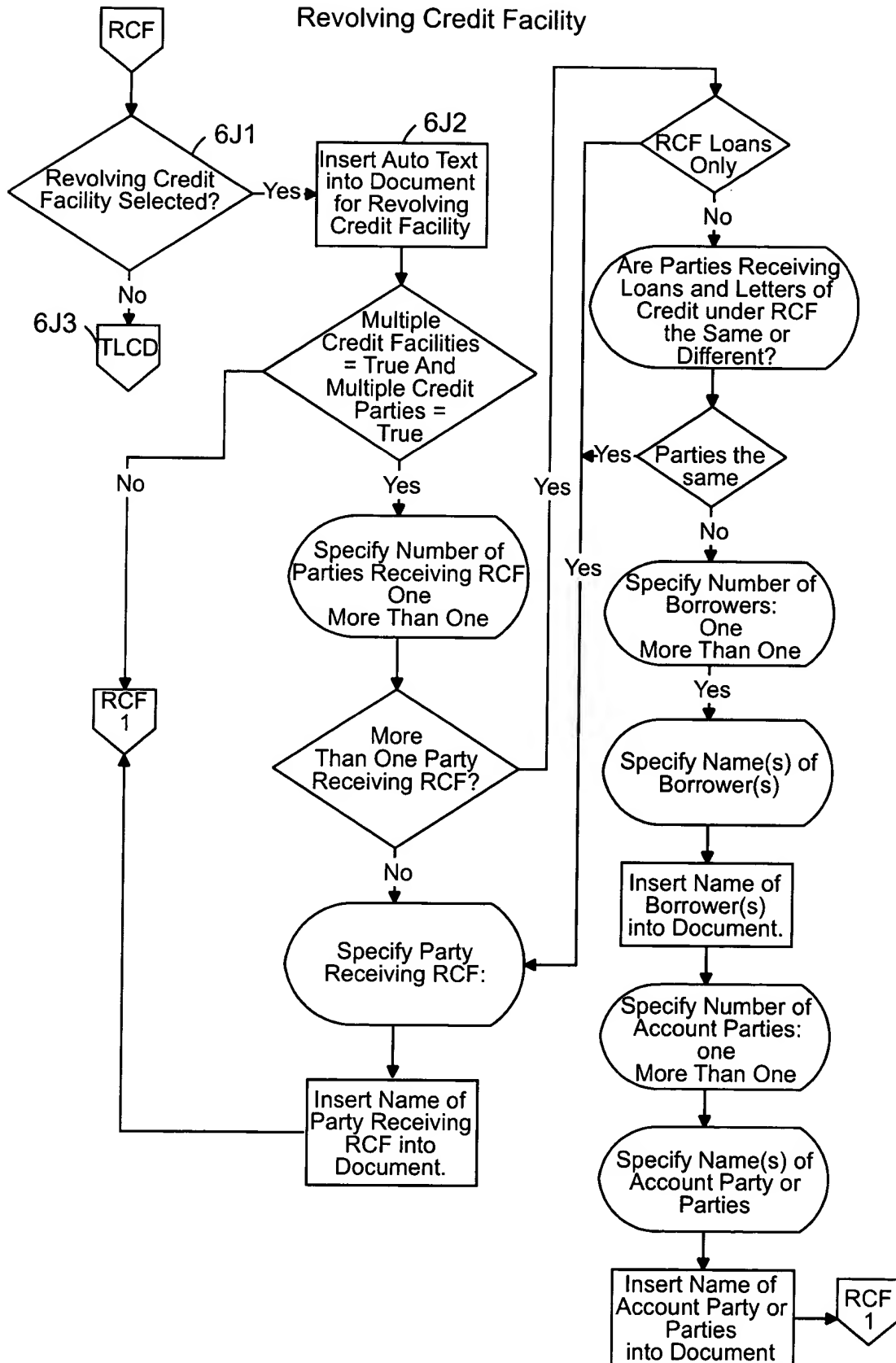


FIG. 6J



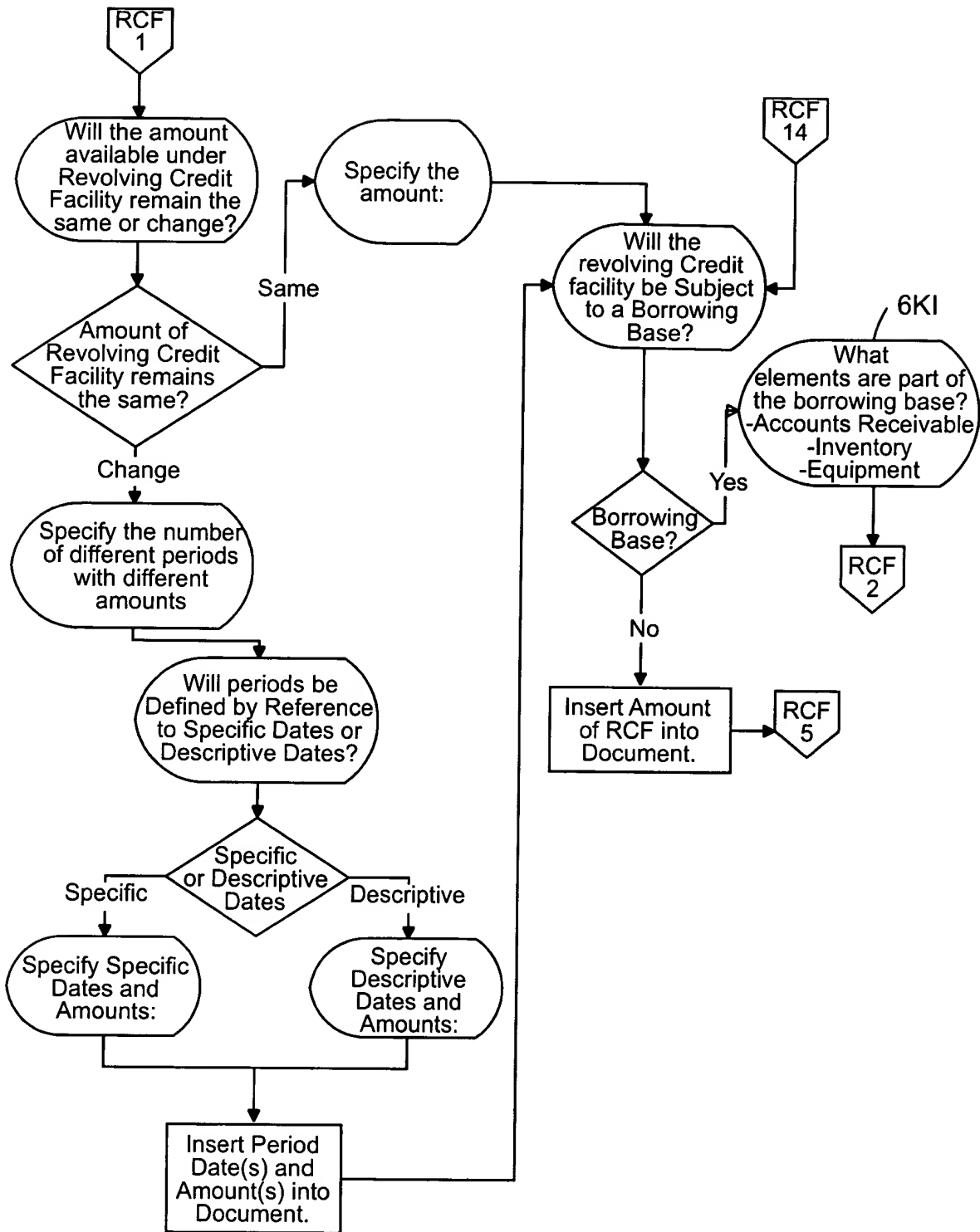


FIG. 6K

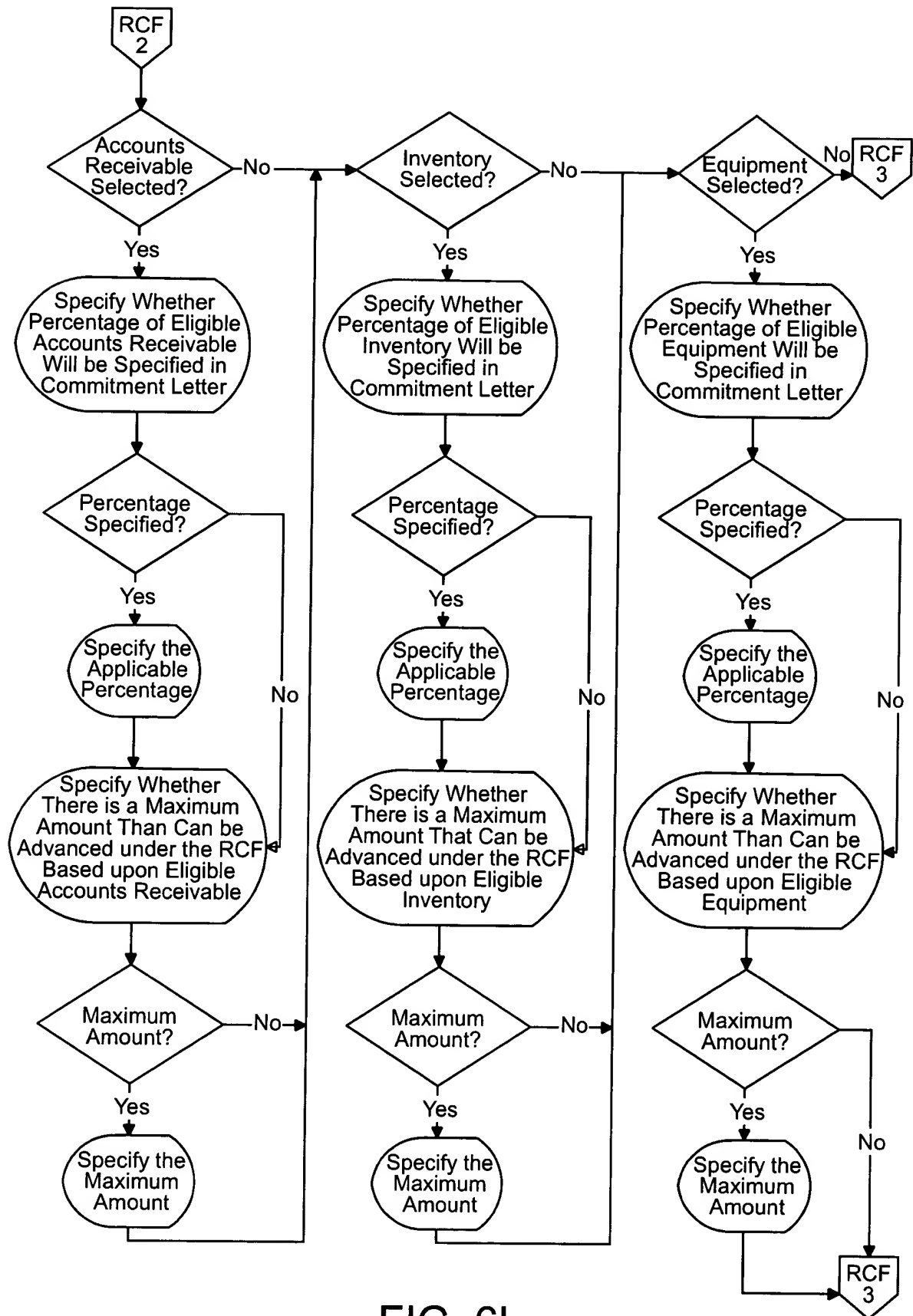


FIG. 6L

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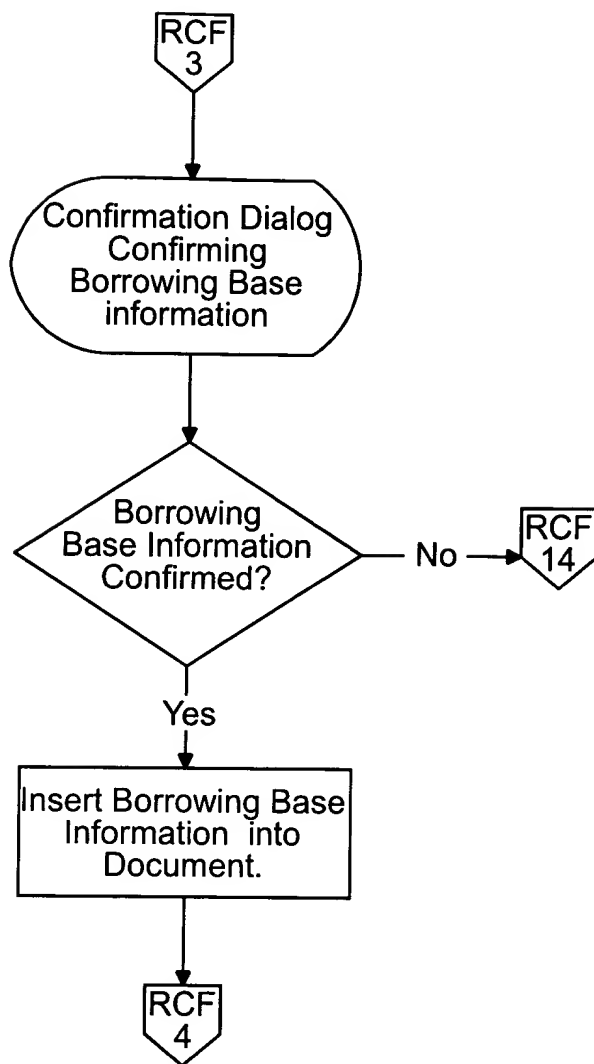


FIG. 6M

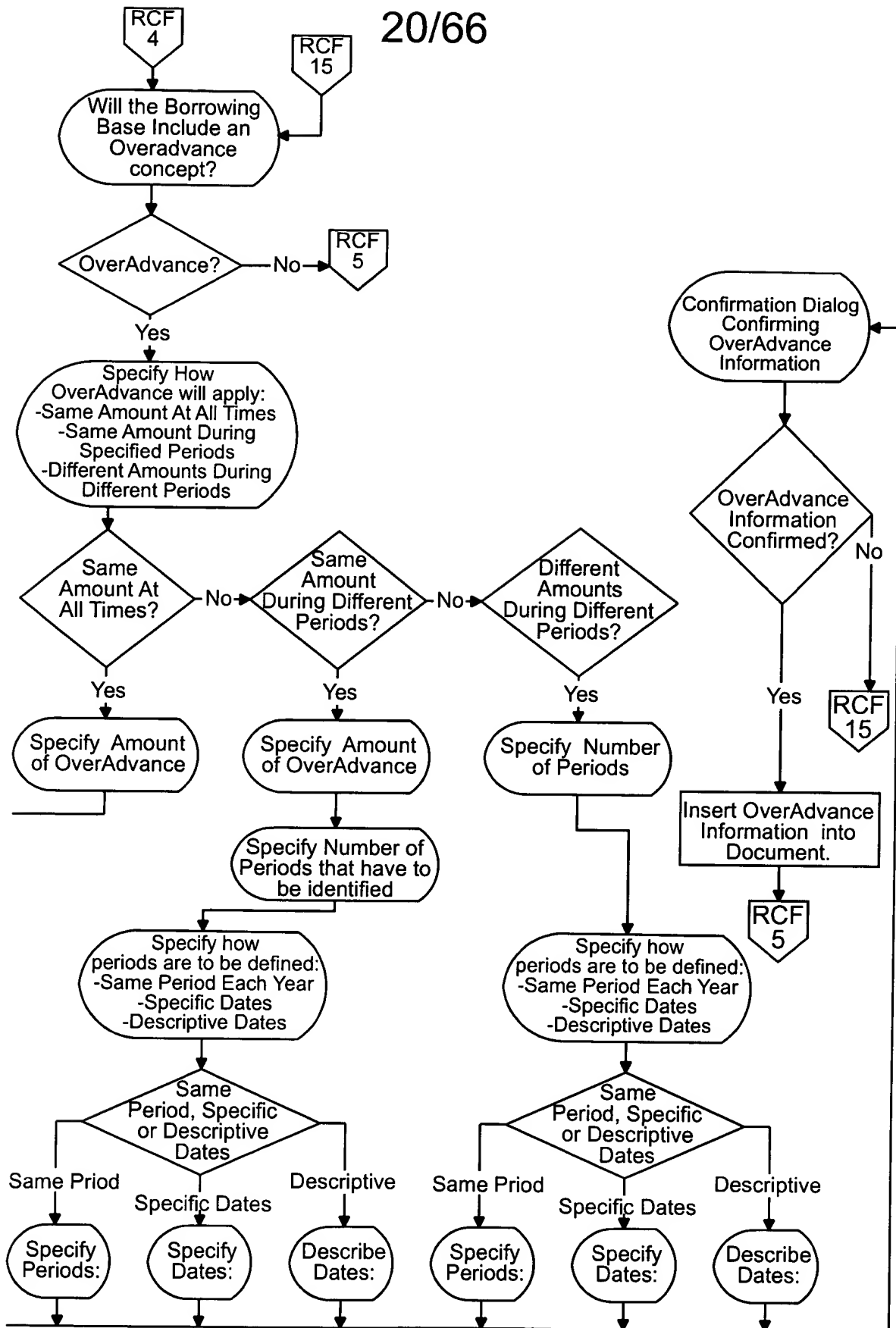


Figure 6N

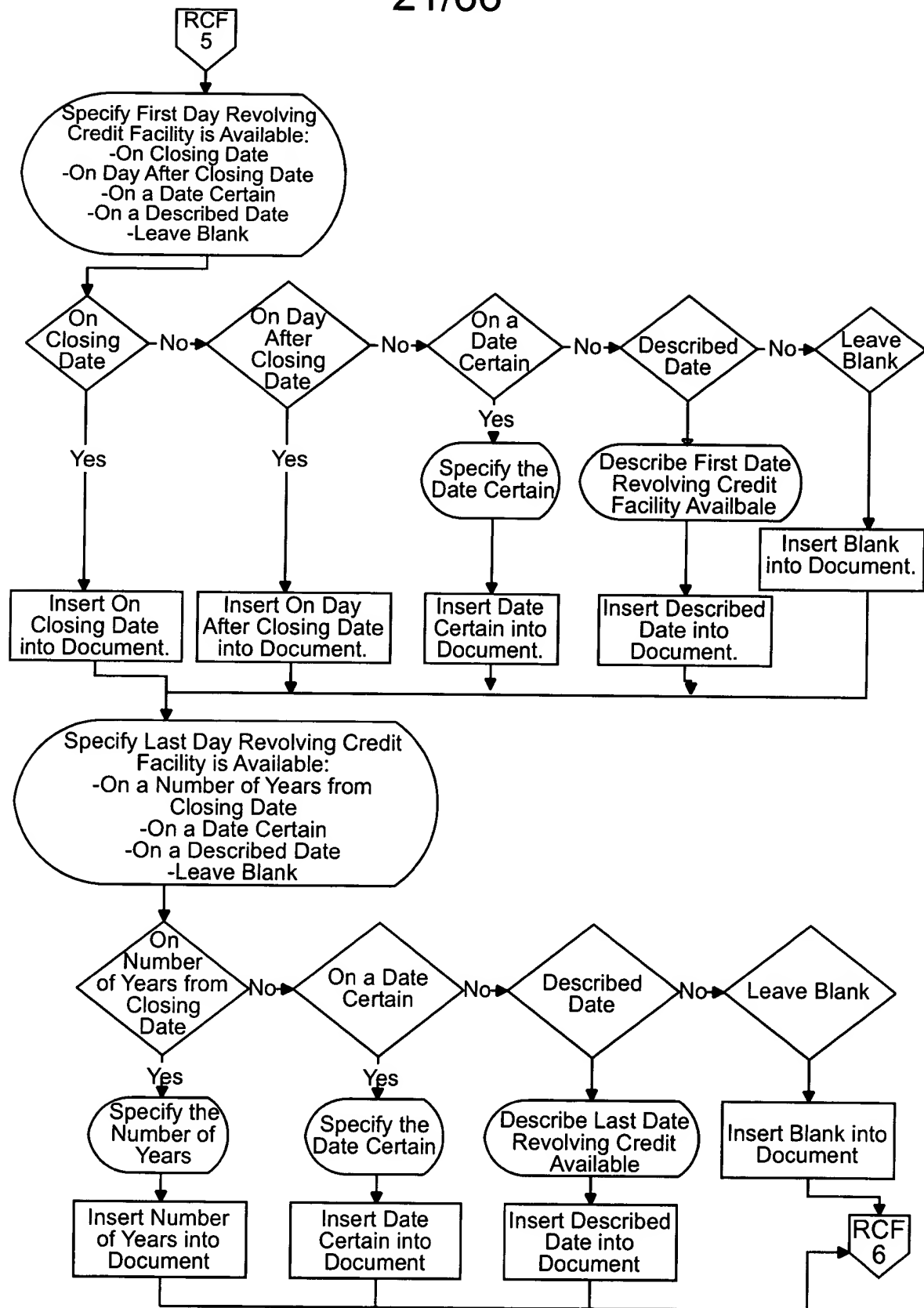


Figure 60

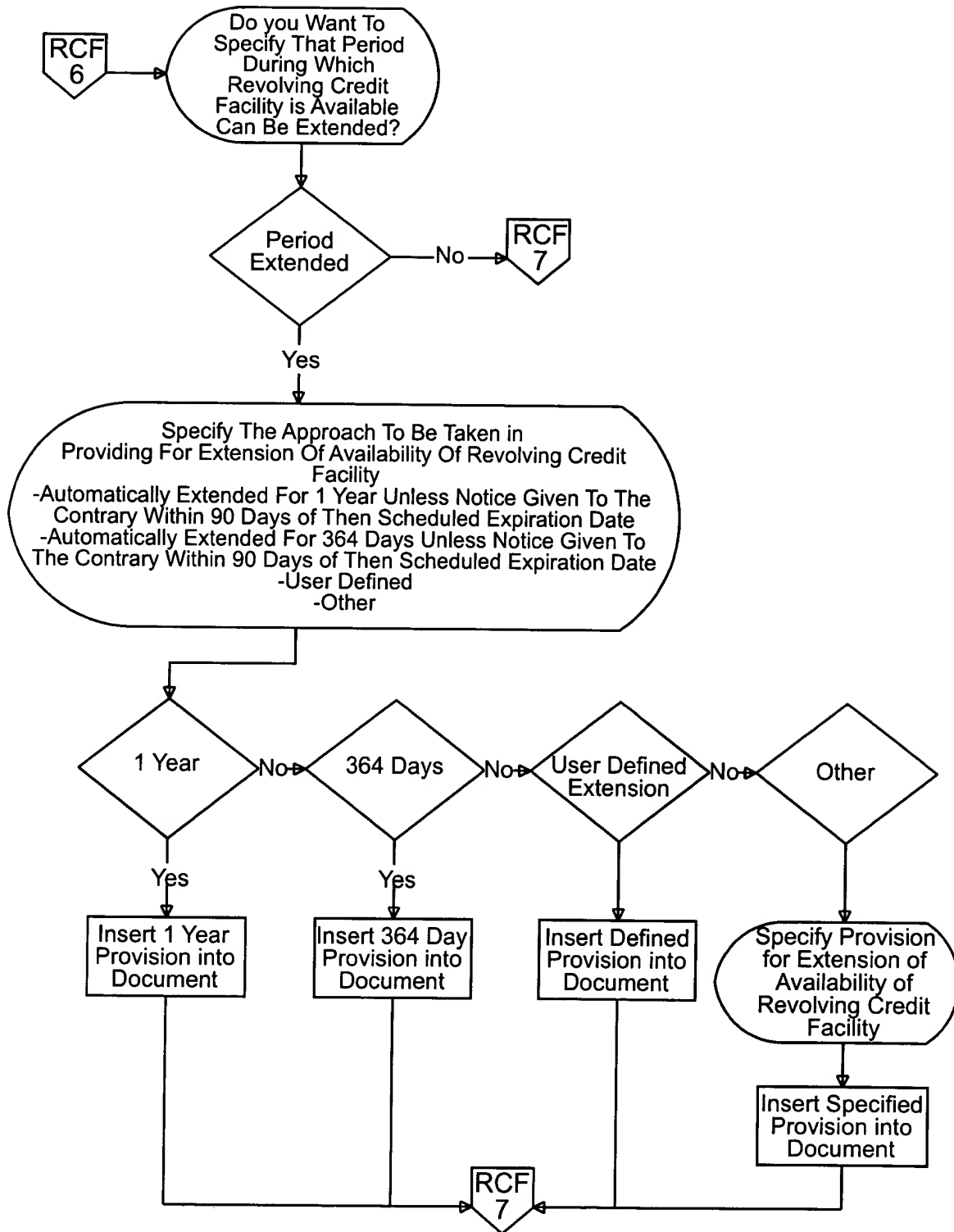


FIG. 6P

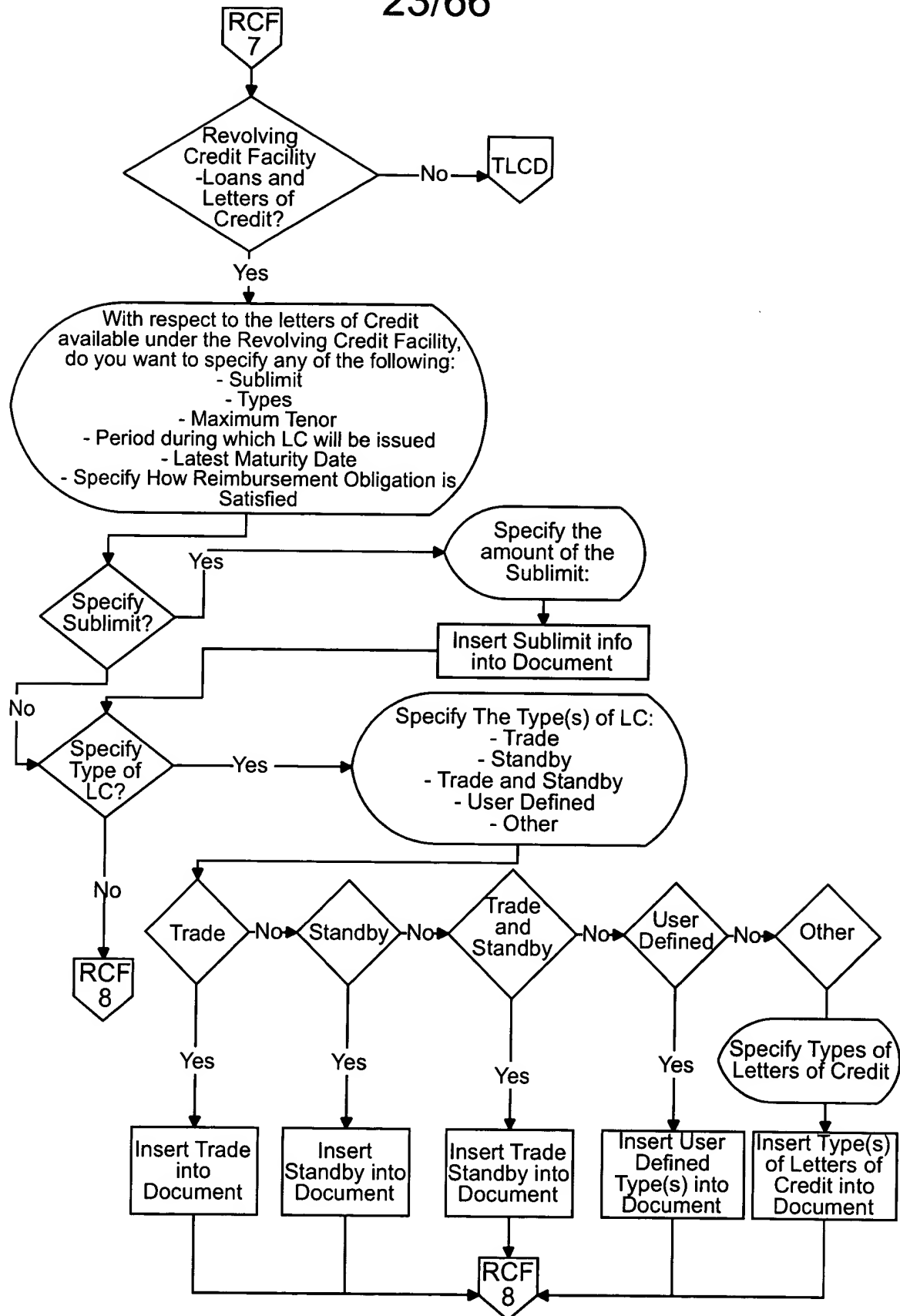


FIG. 6Q

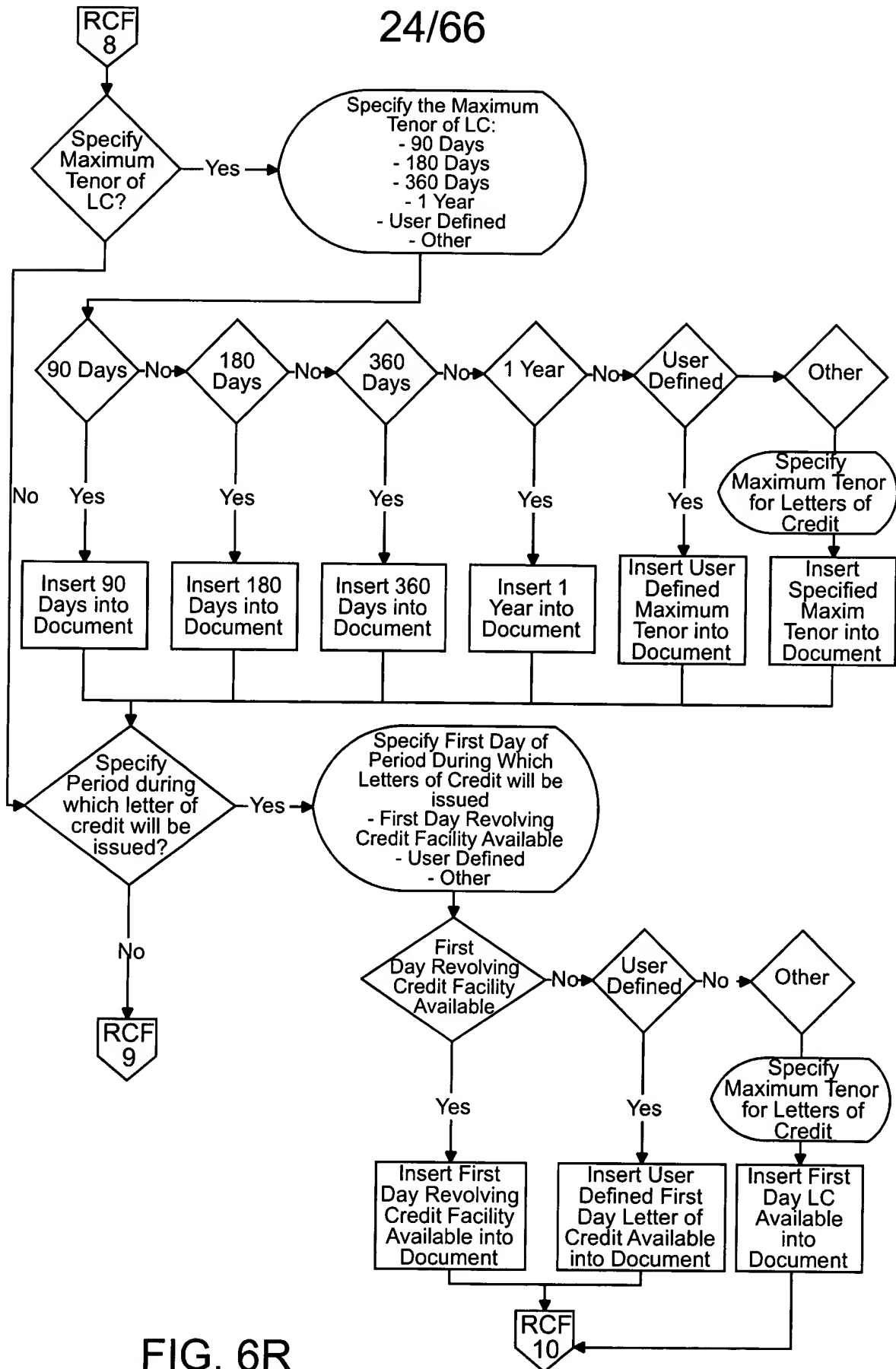


FIG. 6R



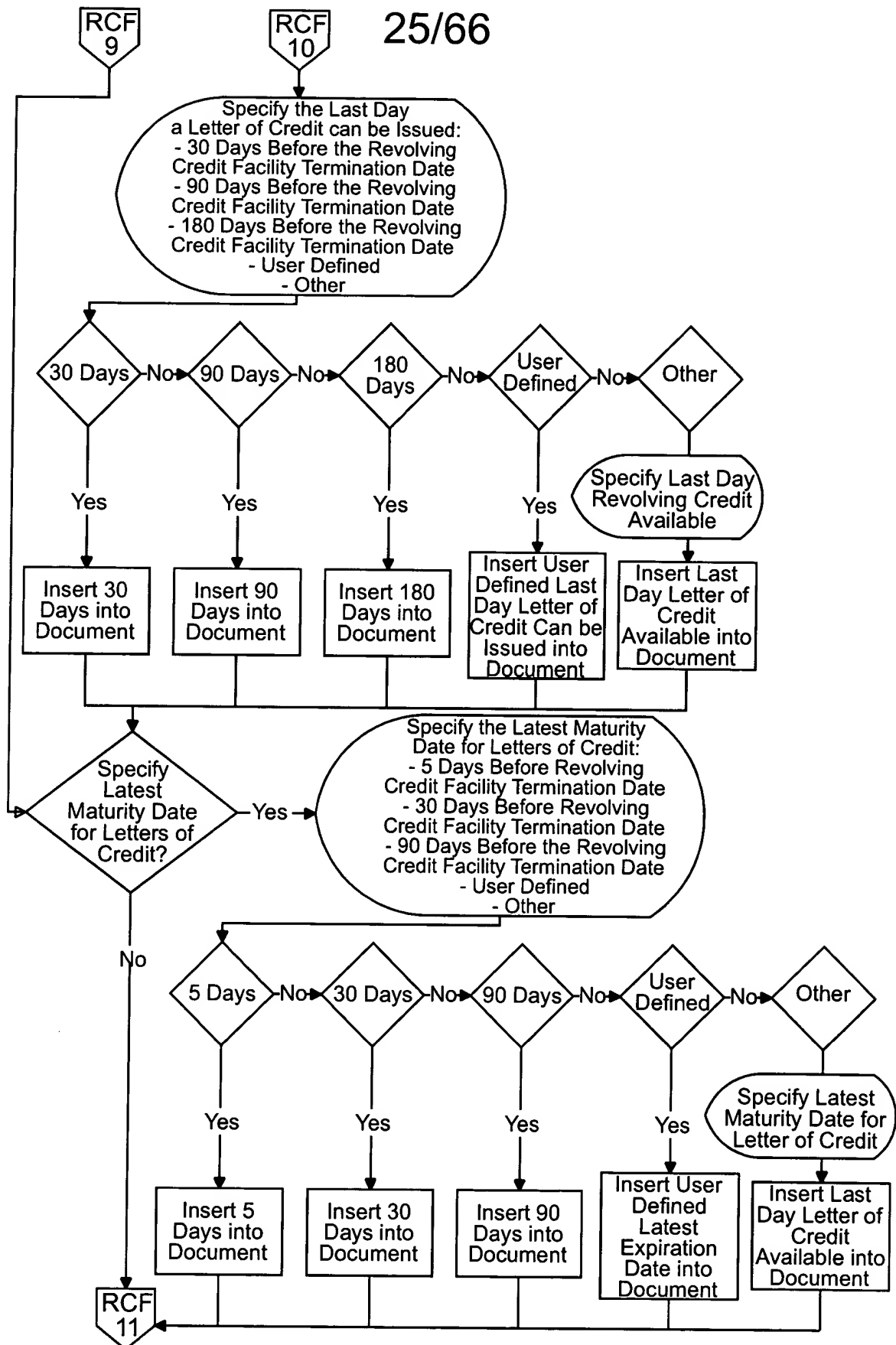


FIG. 6S

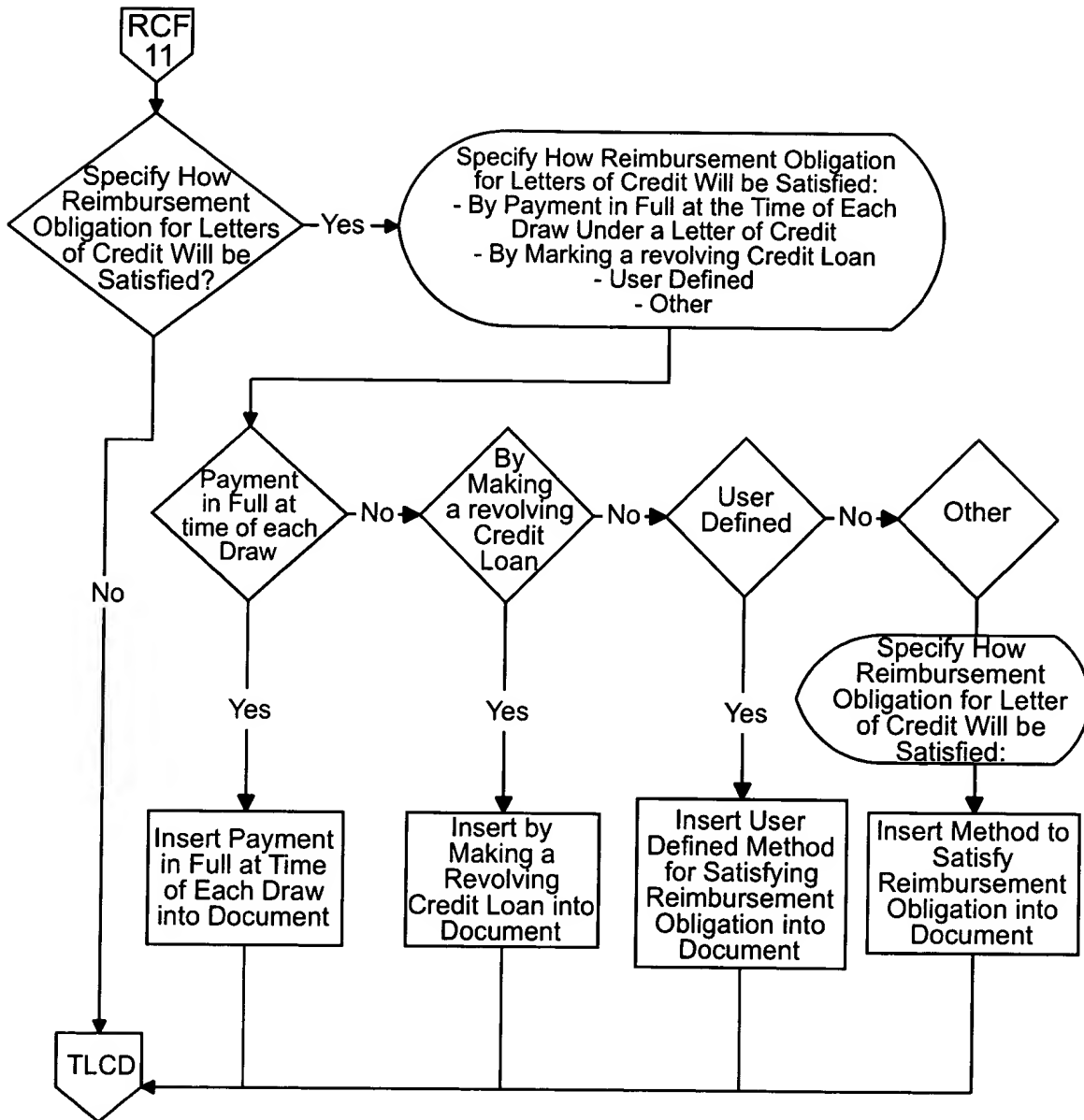


FIG. 6T

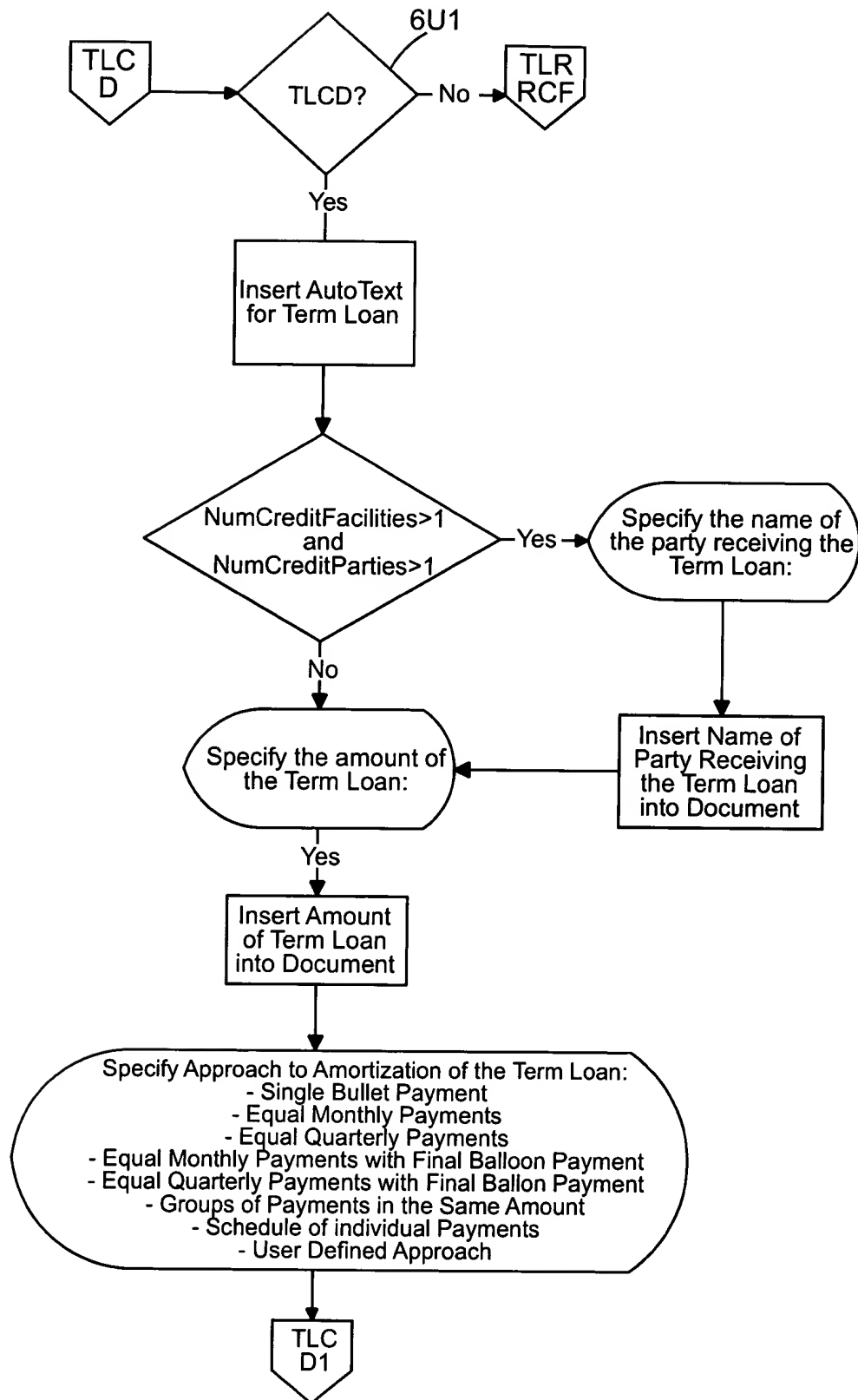


FIG. 6U

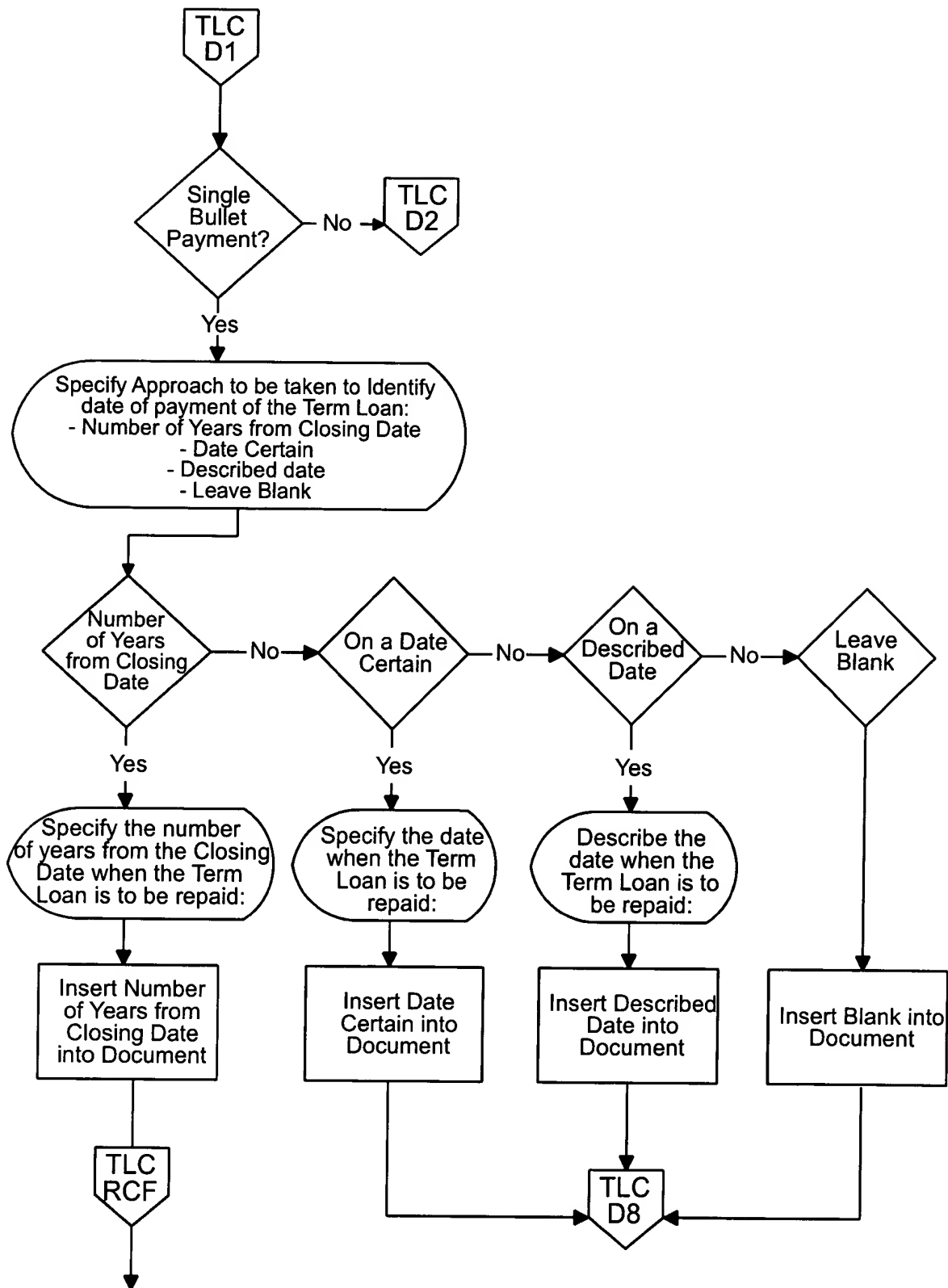


FIG. 6V

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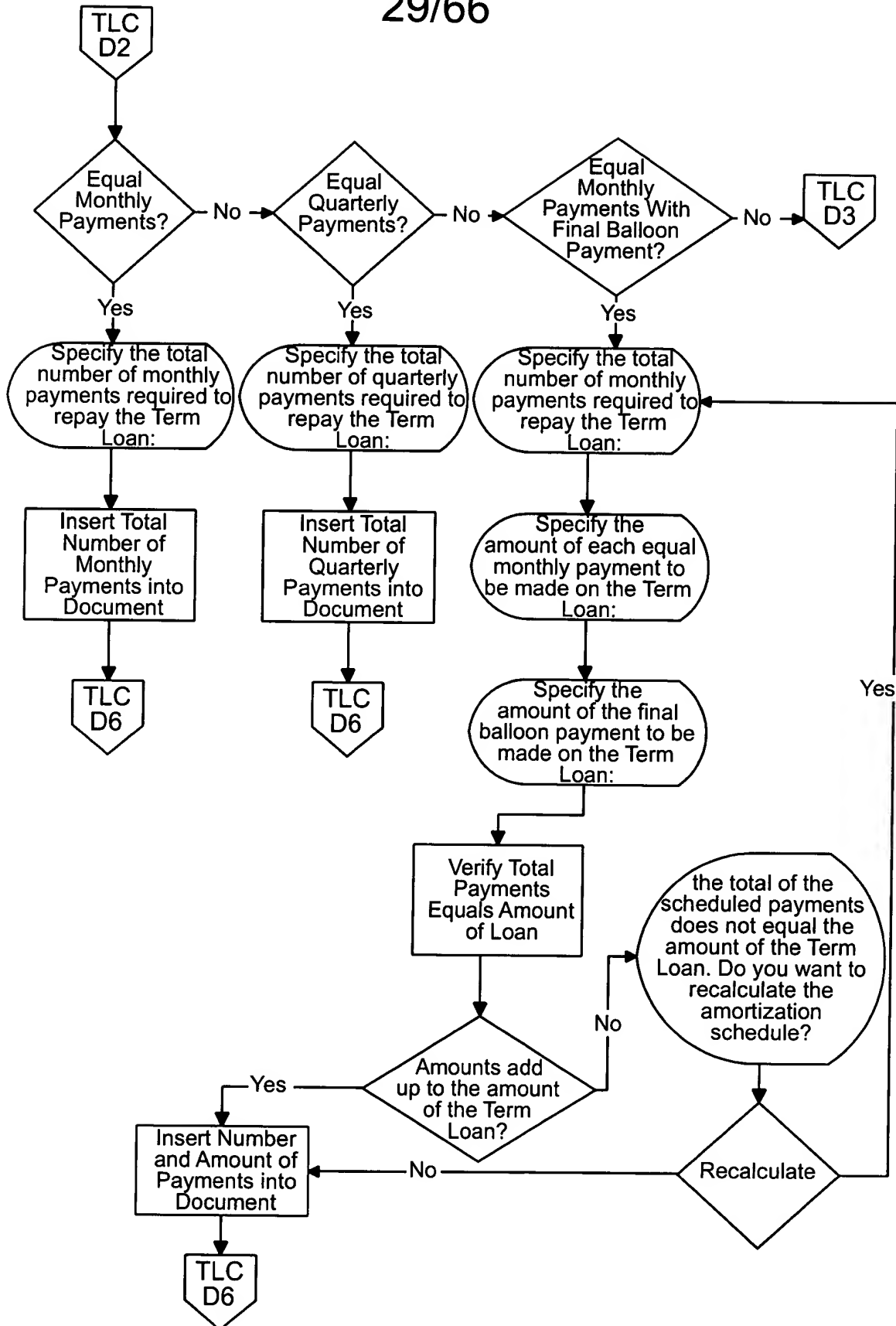


FIG. 6W

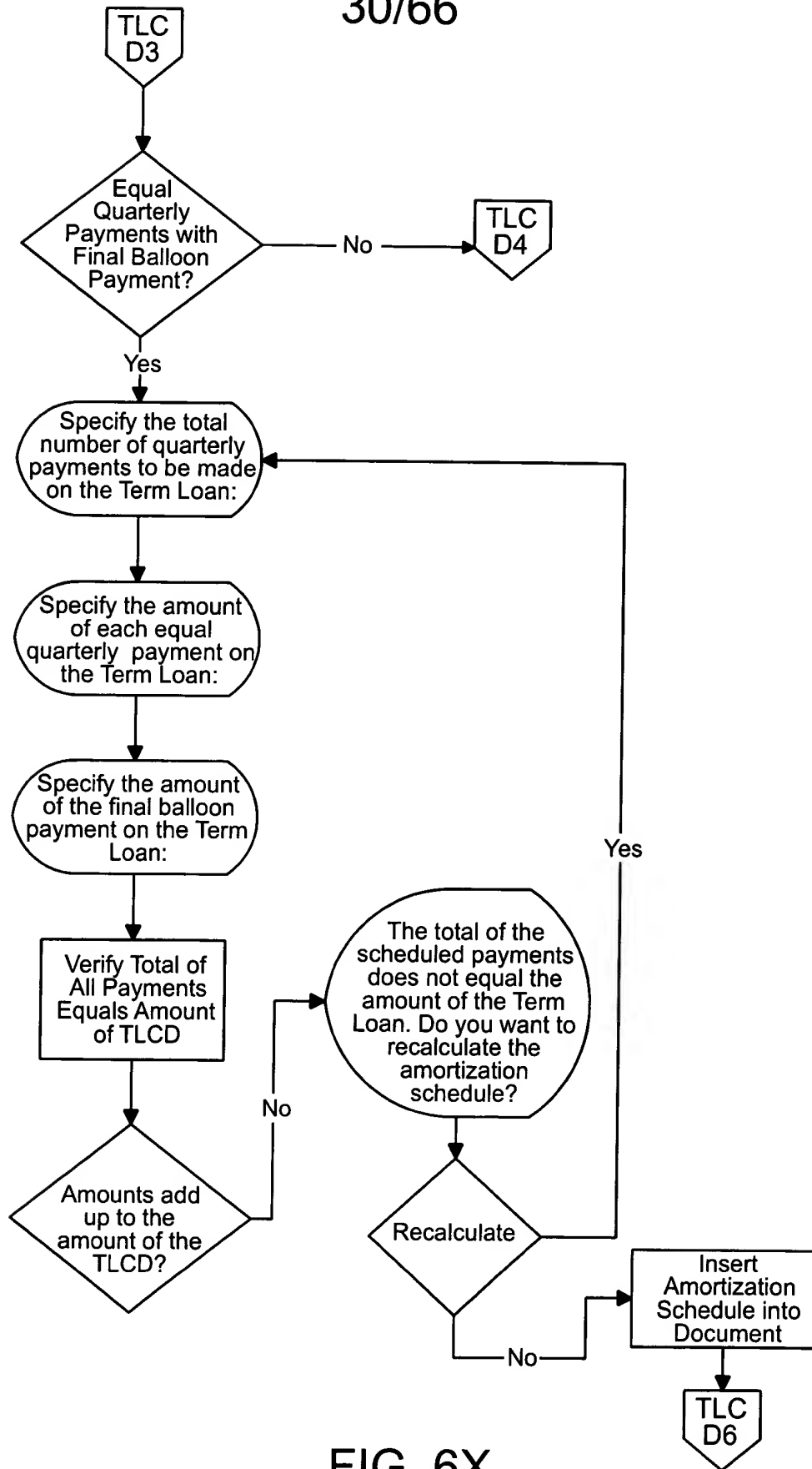


FIG. 6X

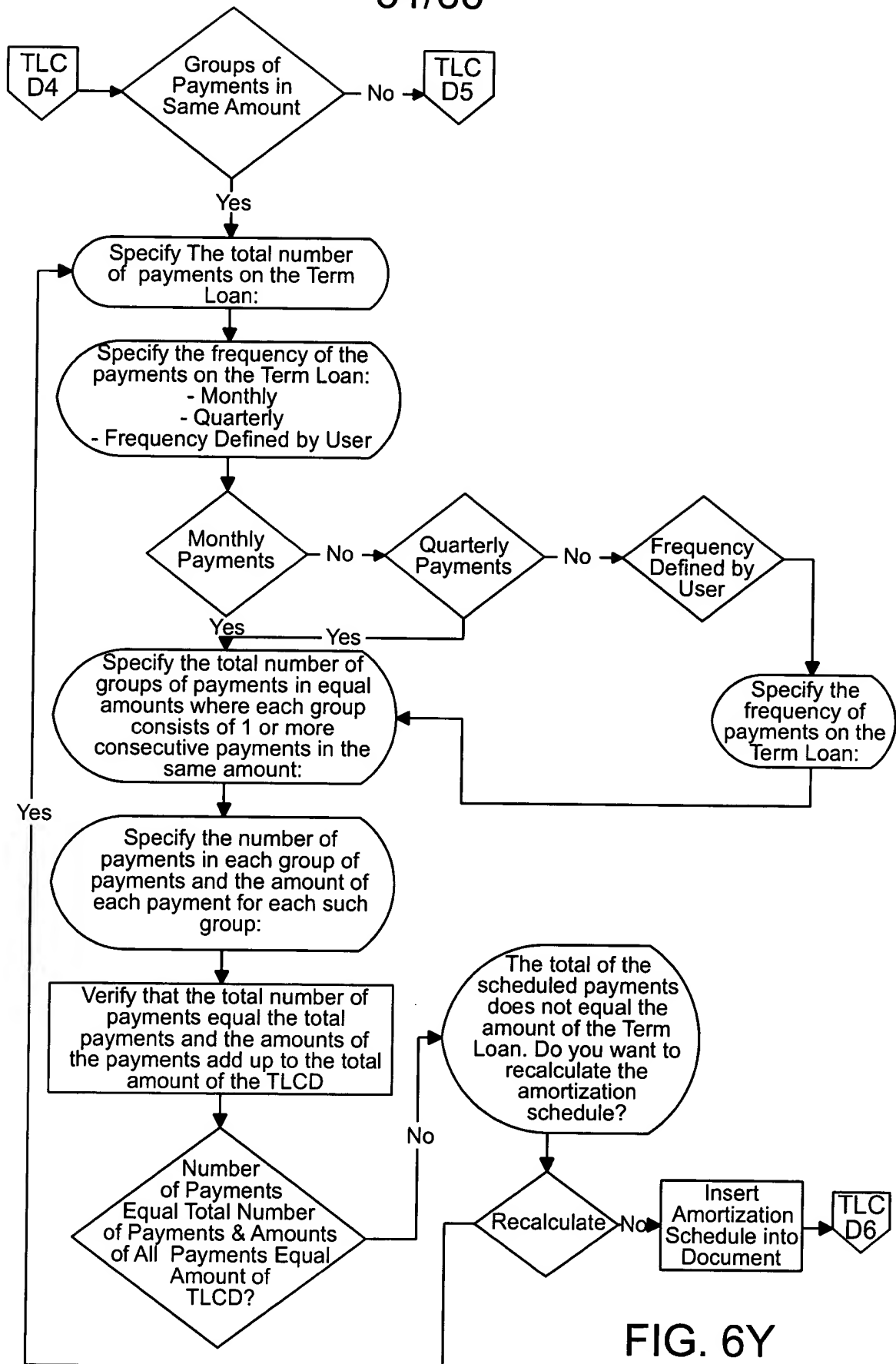


FIG. 6Y

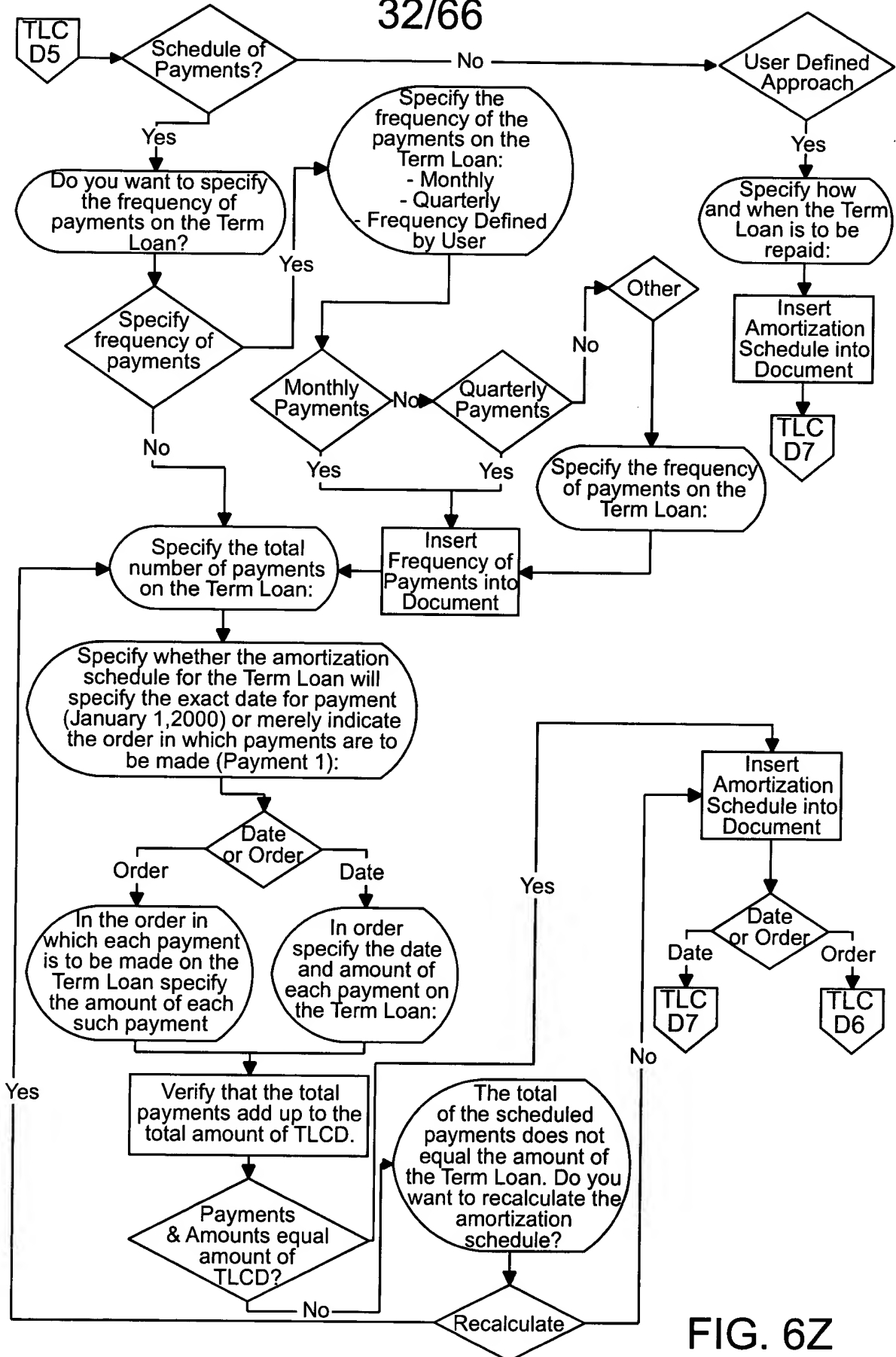


FIG. 6Z



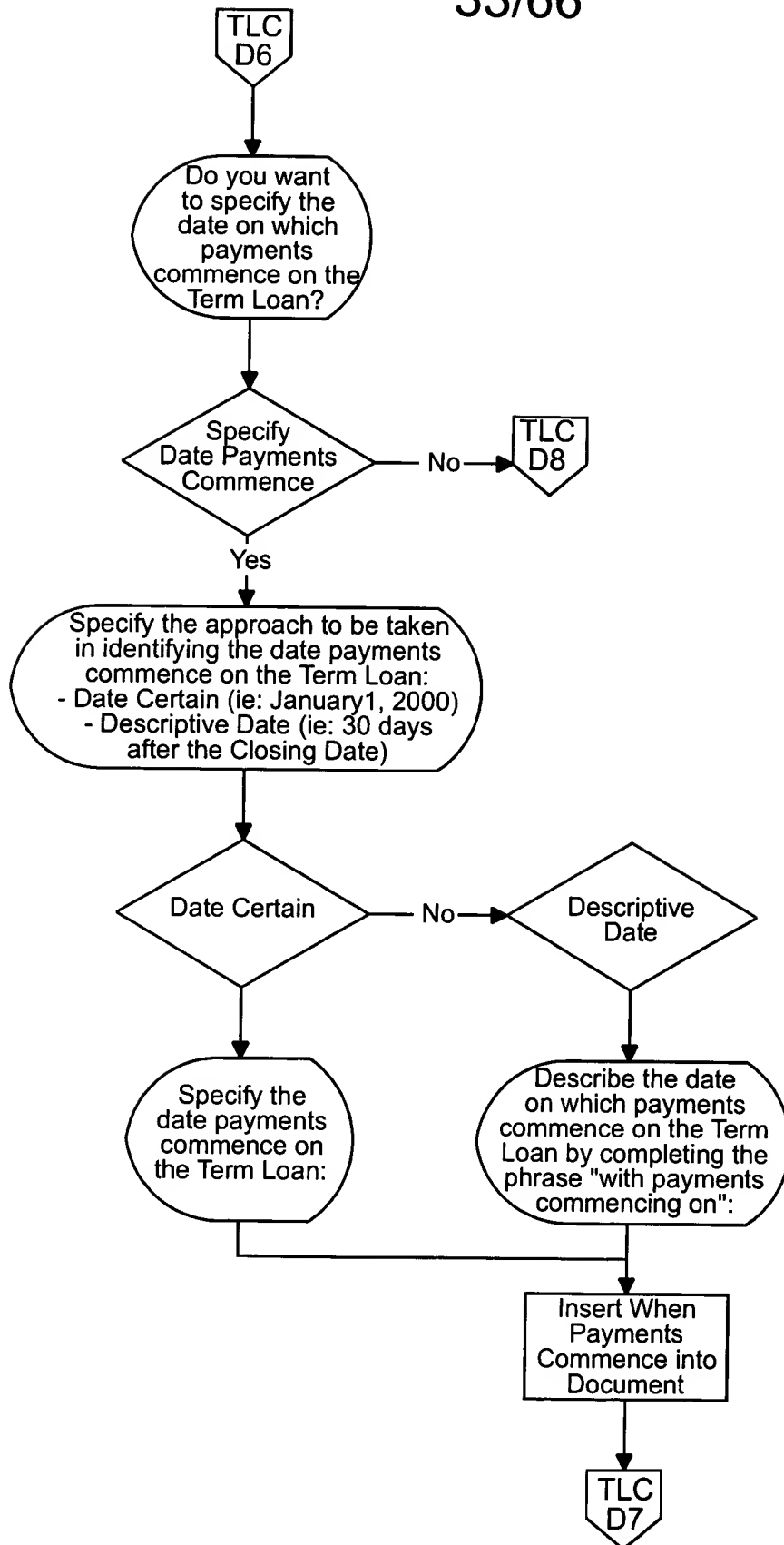


FIG. 6AA

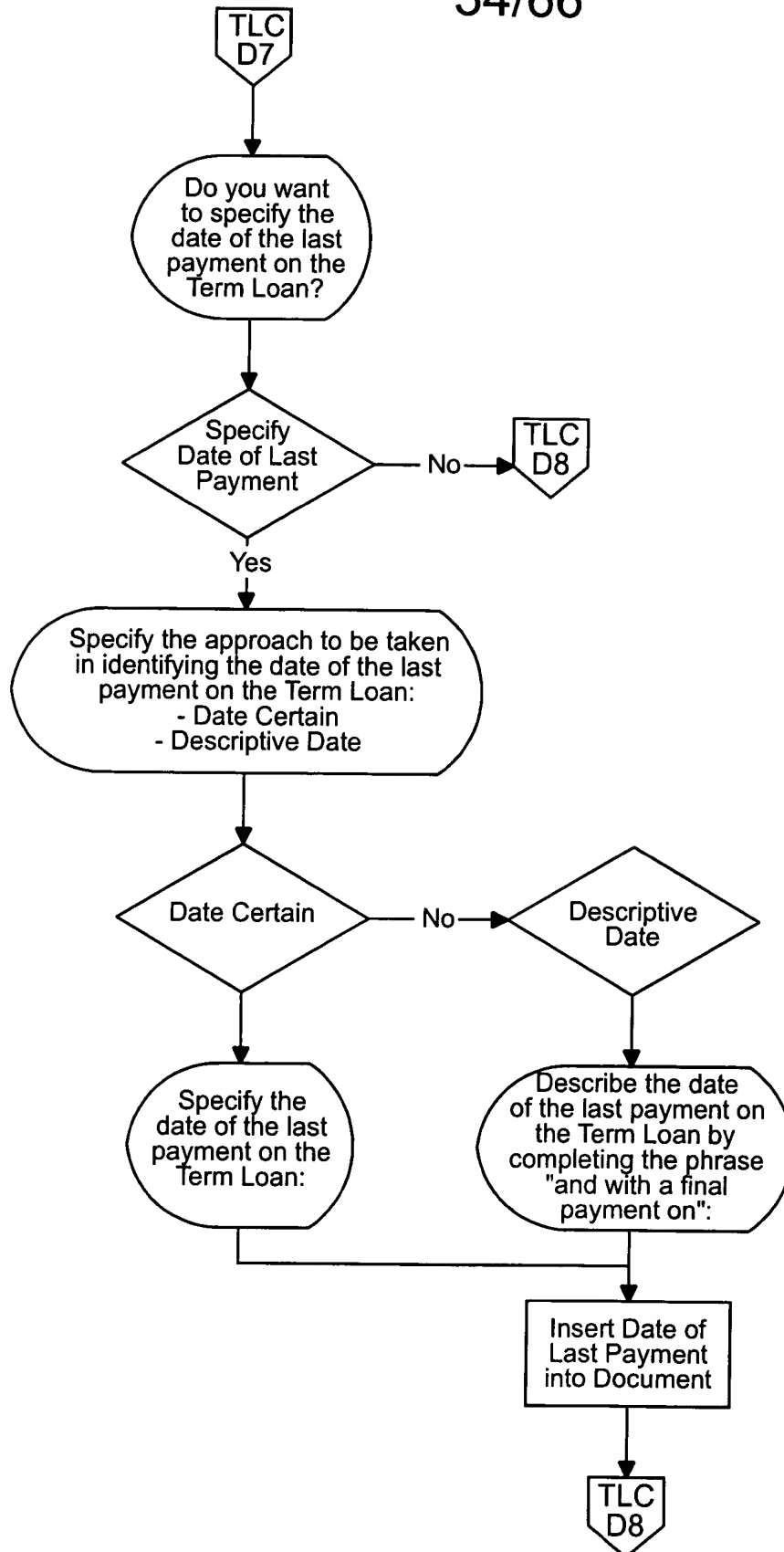


FIG. 6BB

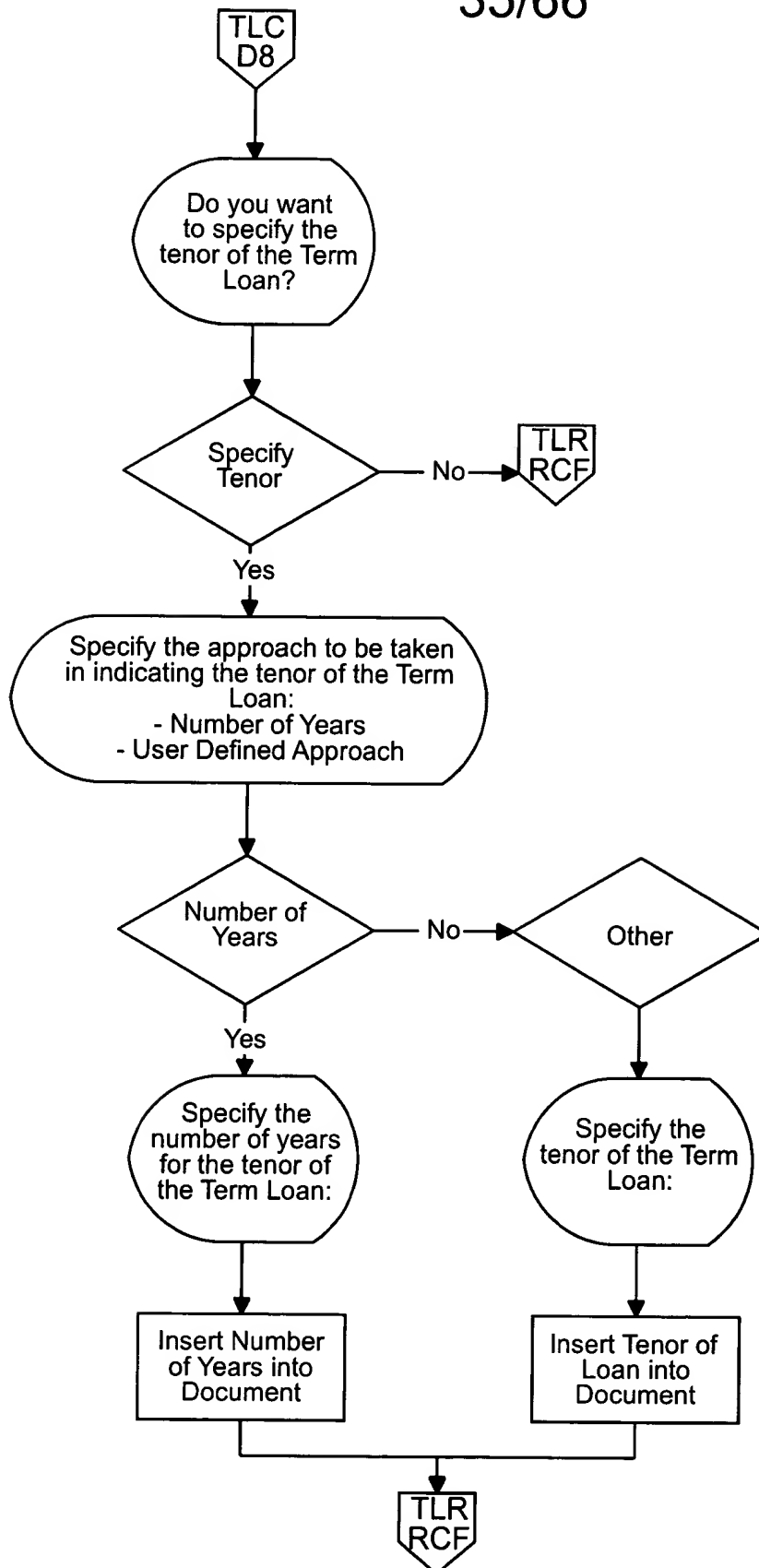


FIG. 6CC

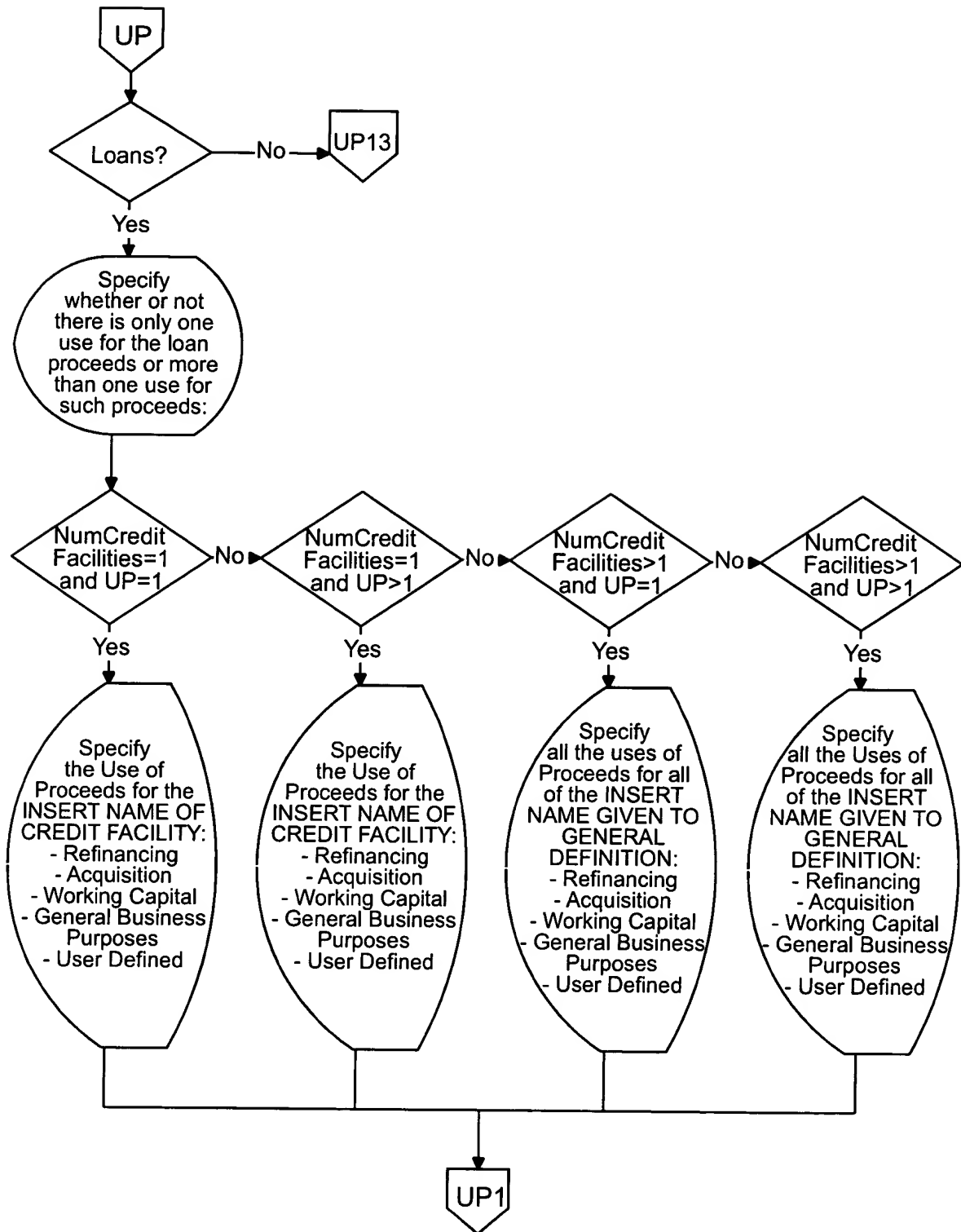
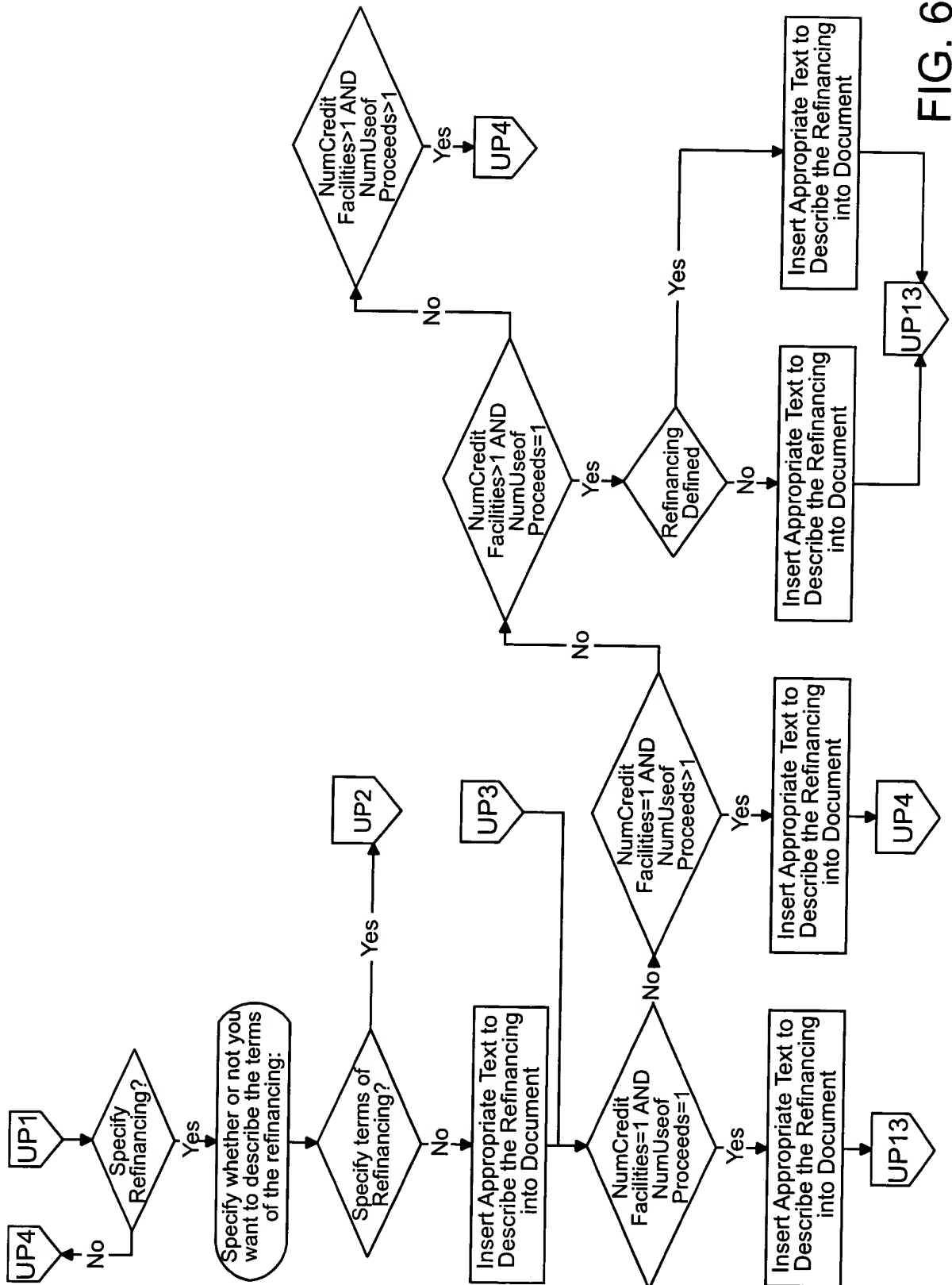


FIG. 6DD



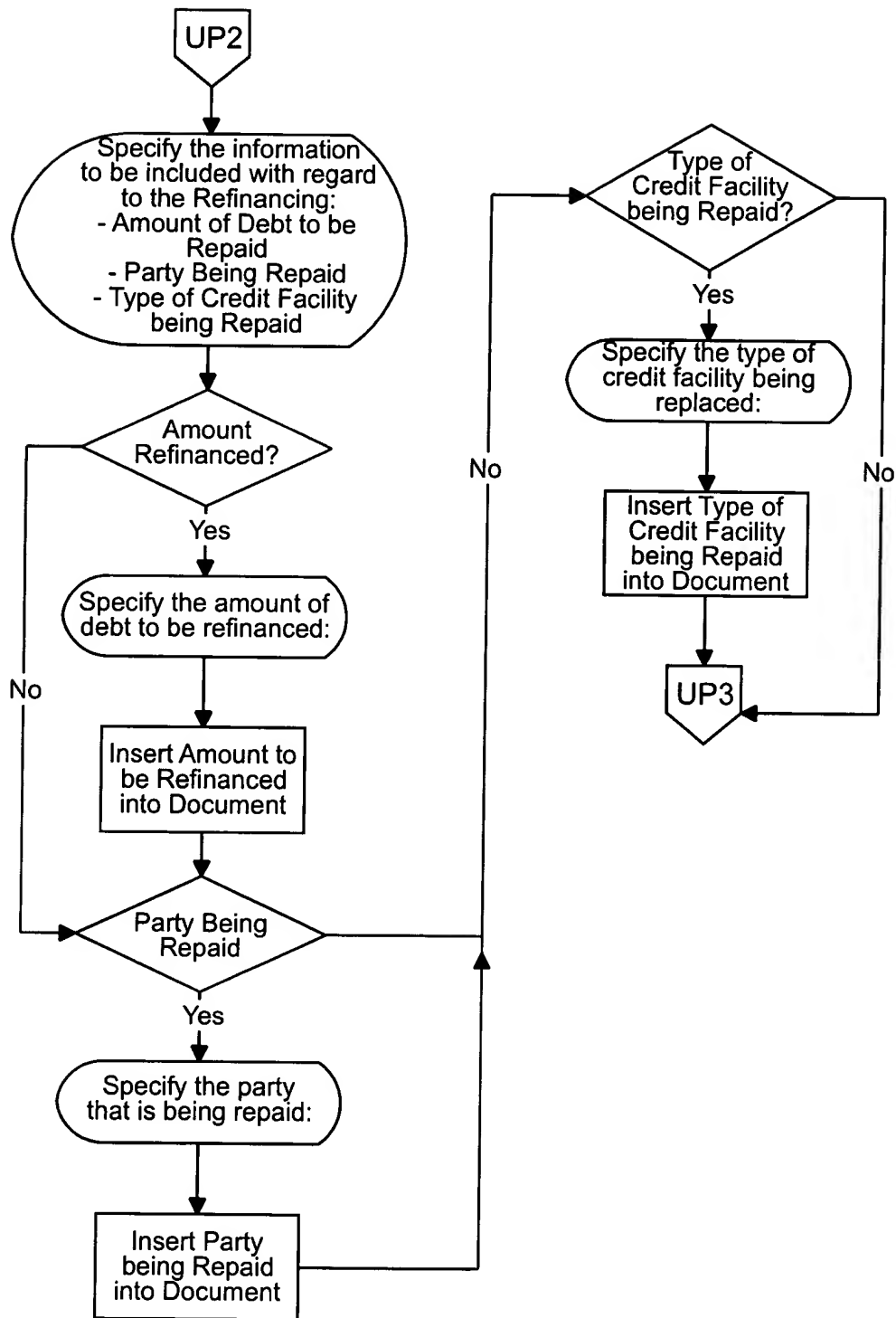


FIG. 6FF

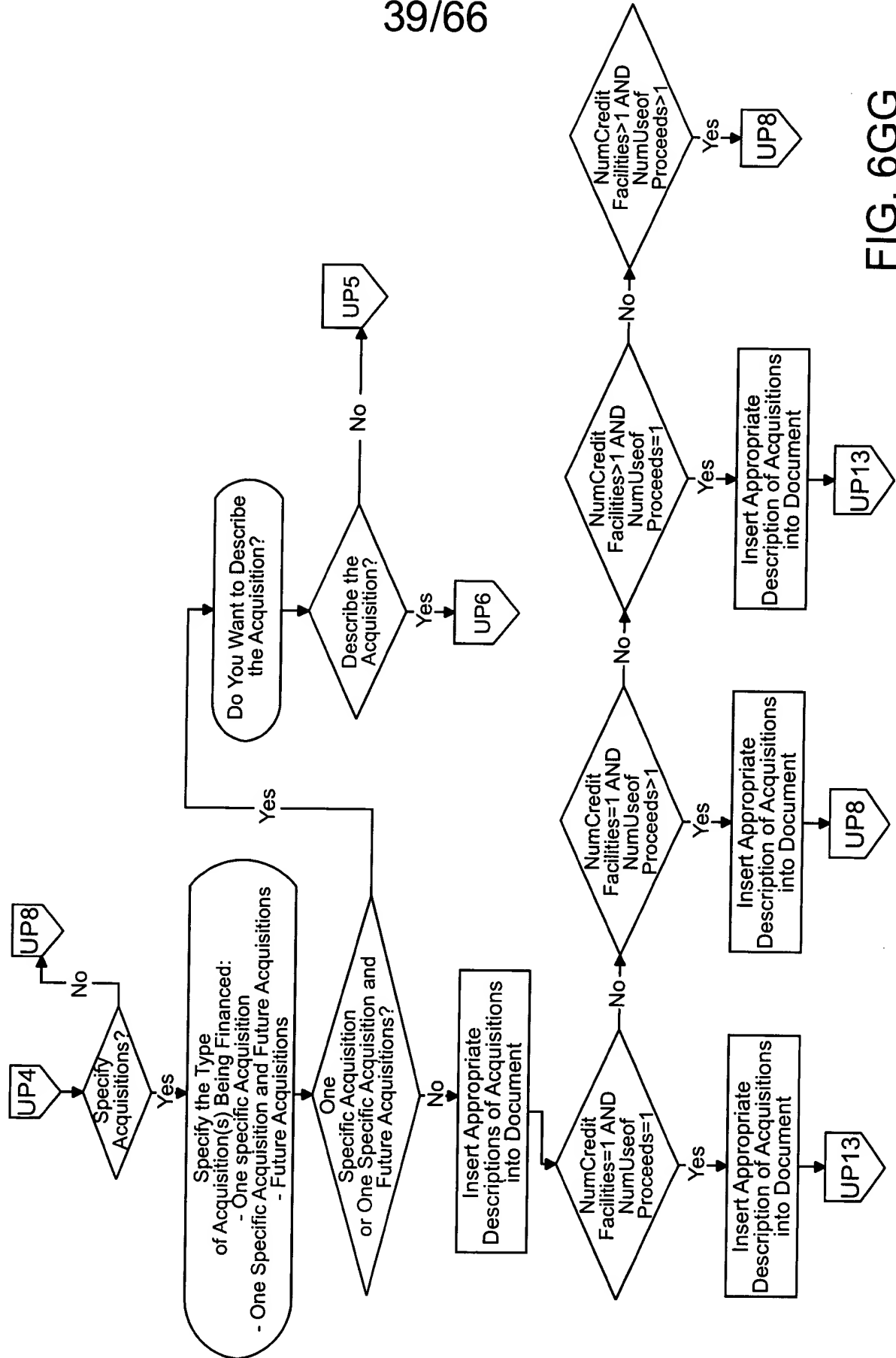


FIG. 6GG

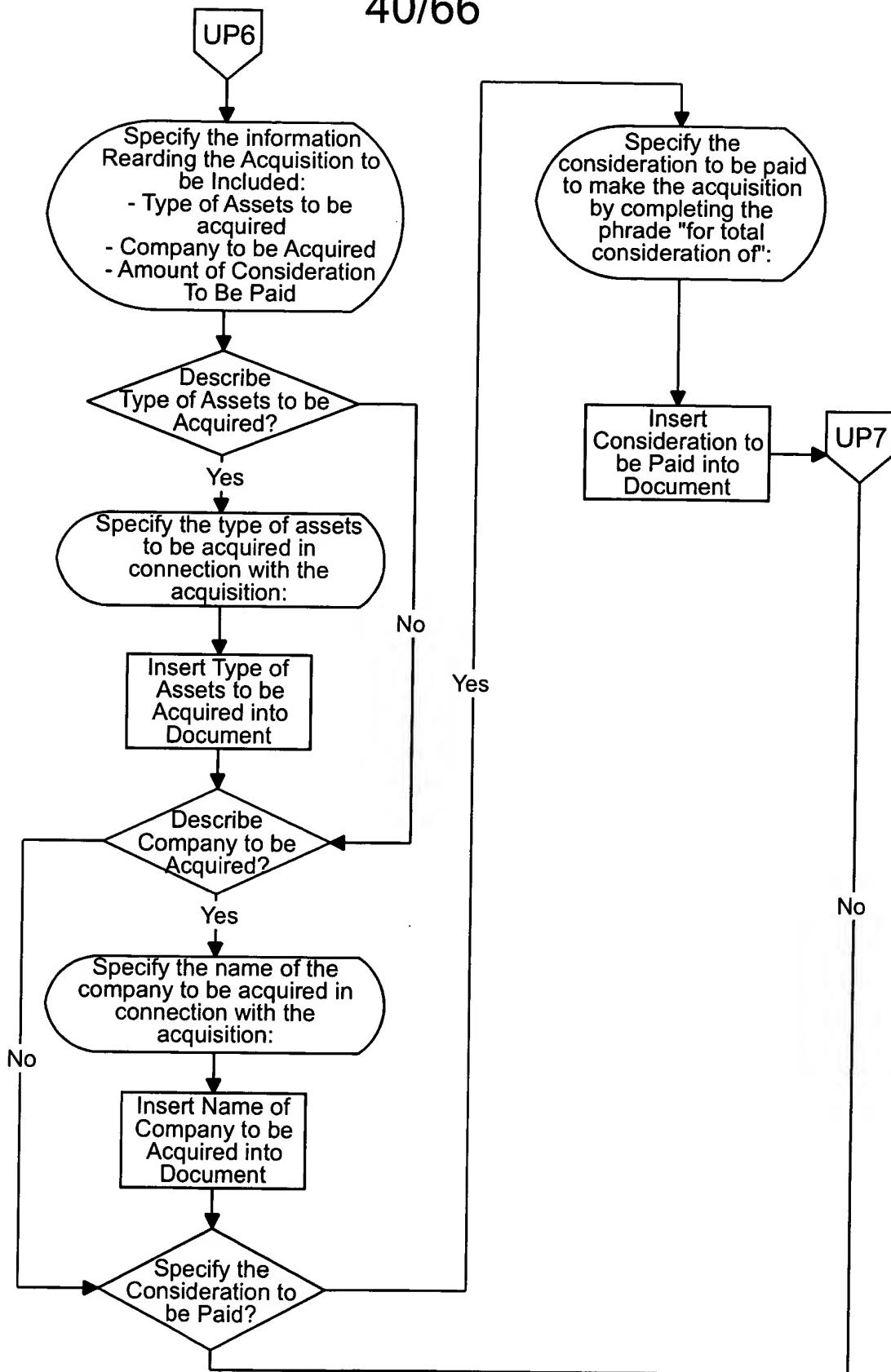


FIG. 6HH



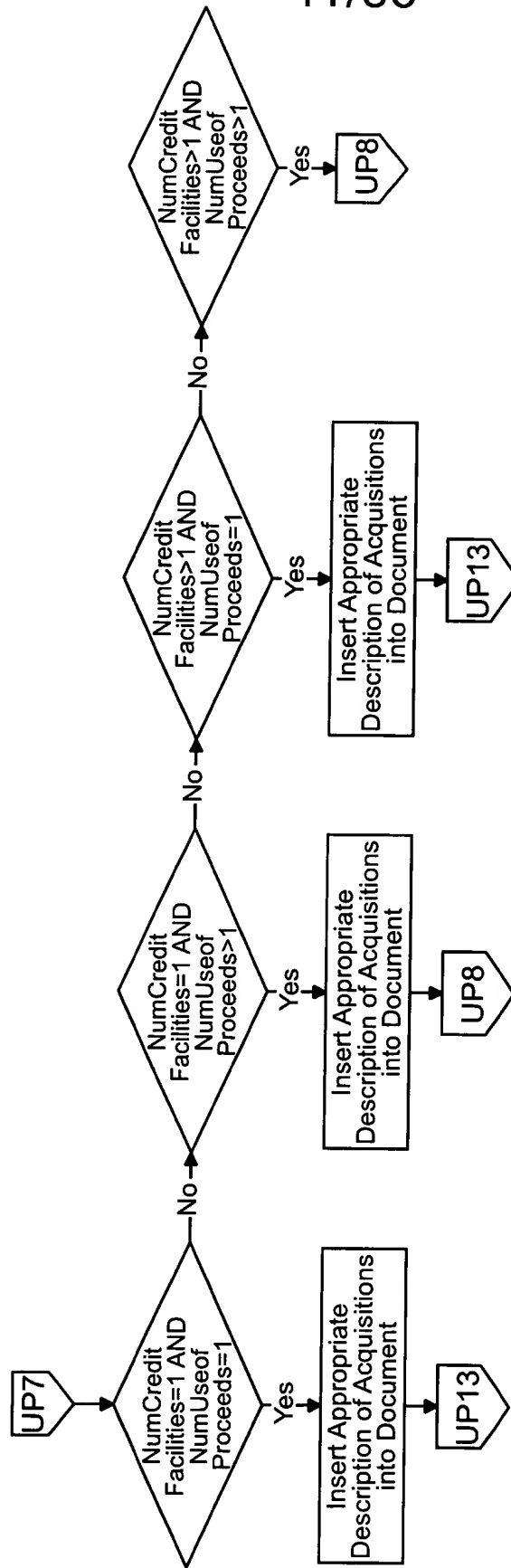


FIG. 6II

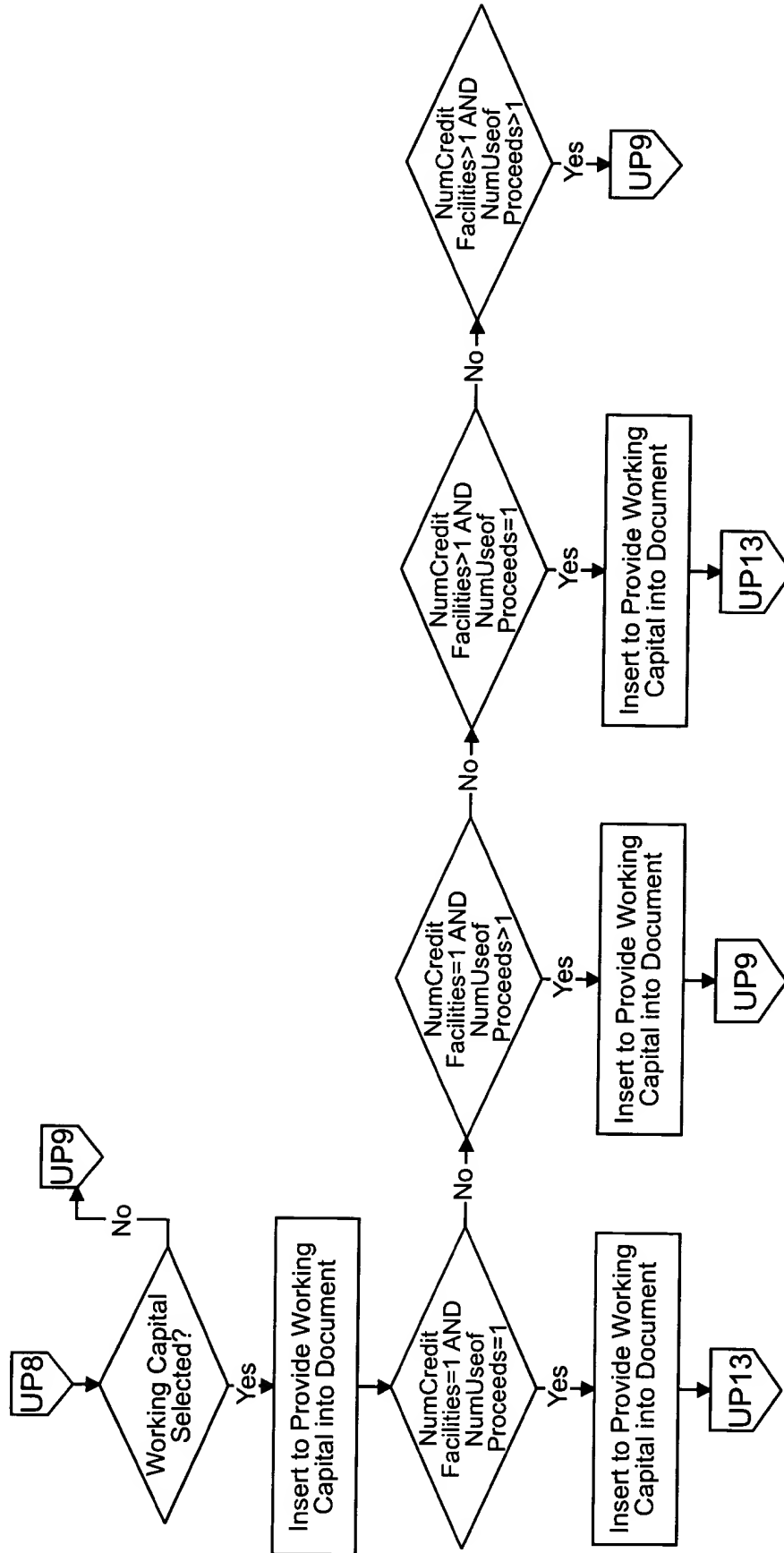


FIG. 6JJ

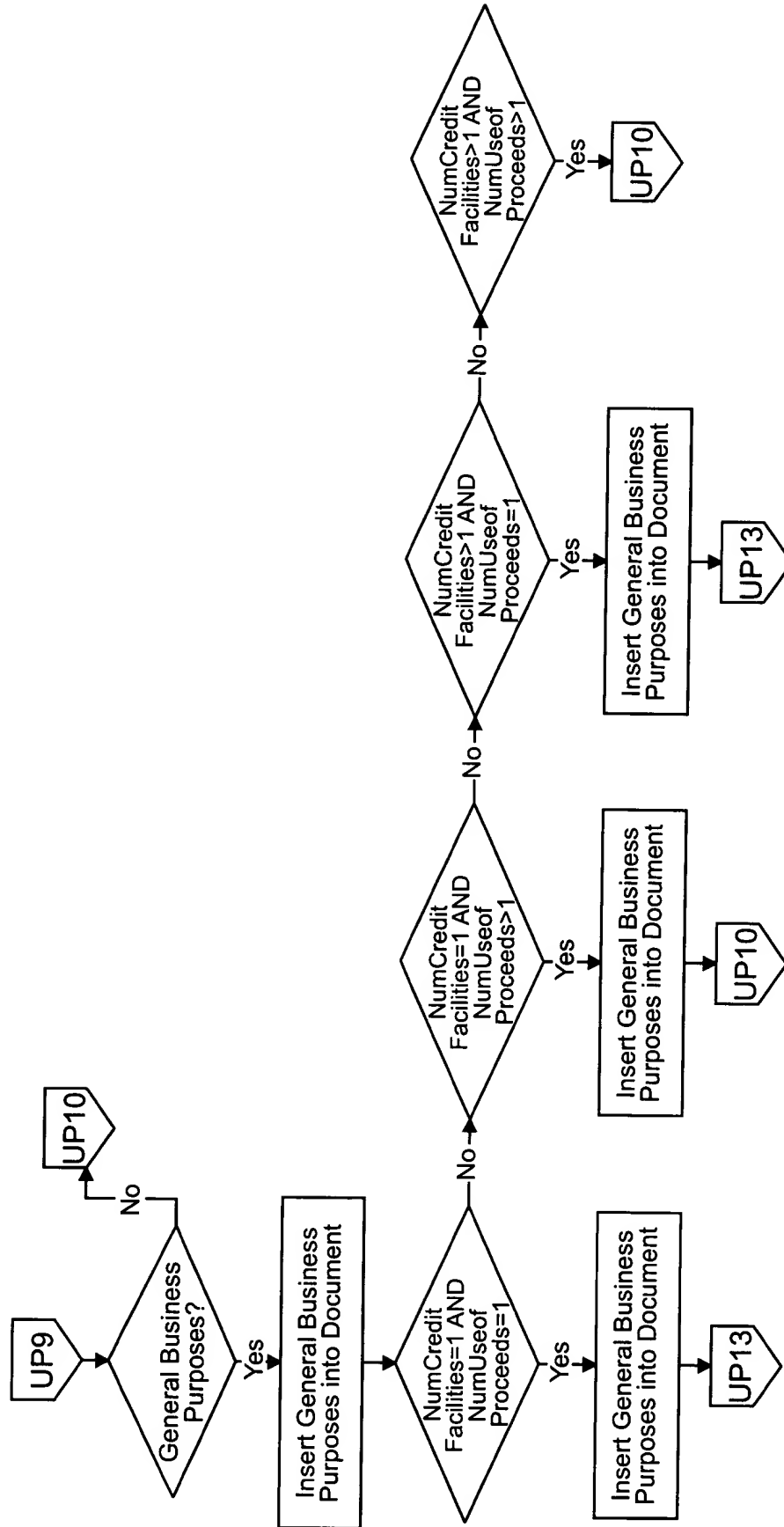


FIG. 6KK

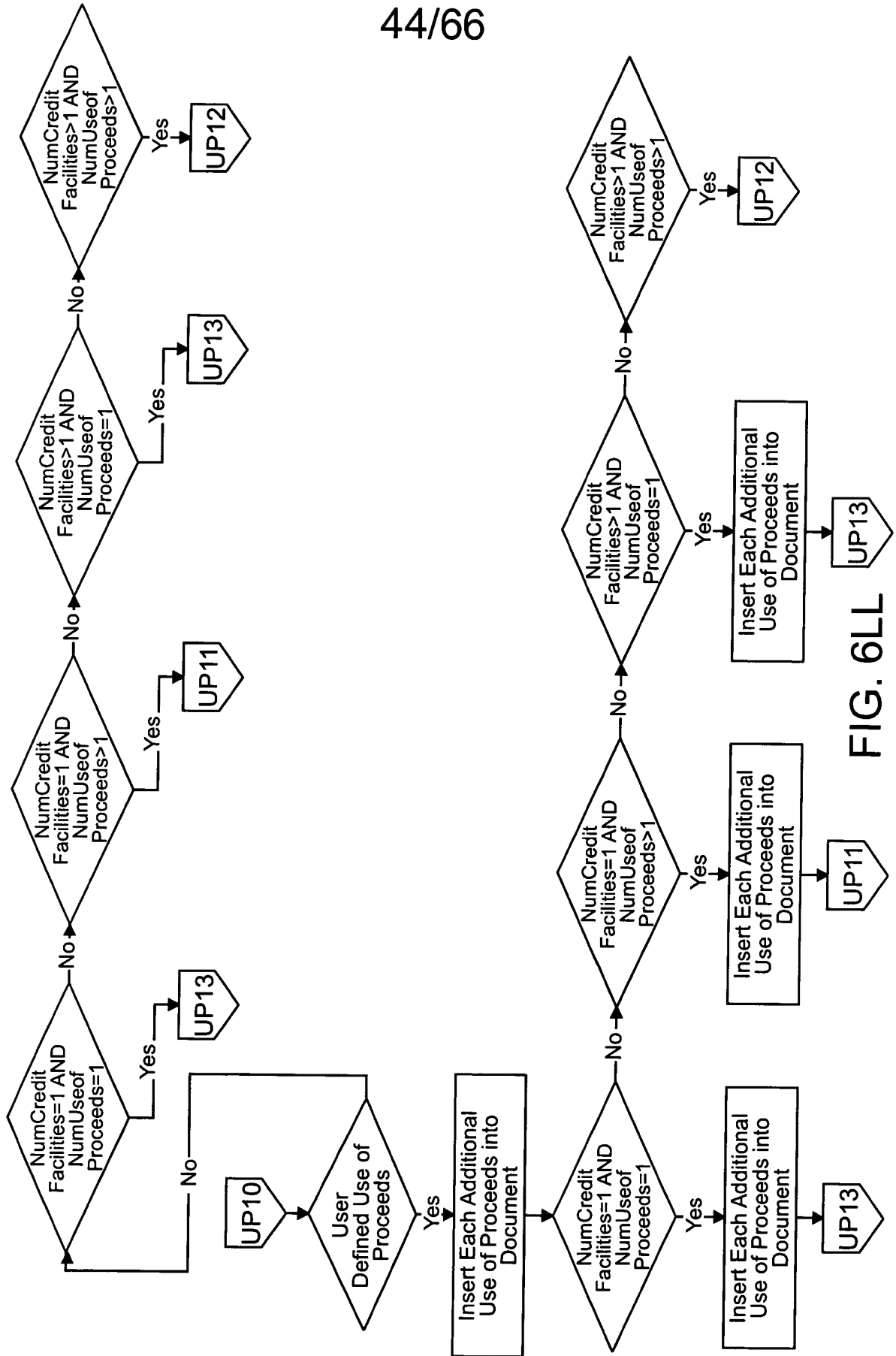


FIG. 6LL

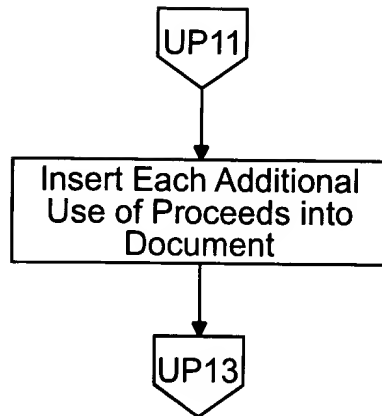


FIG. 6MM

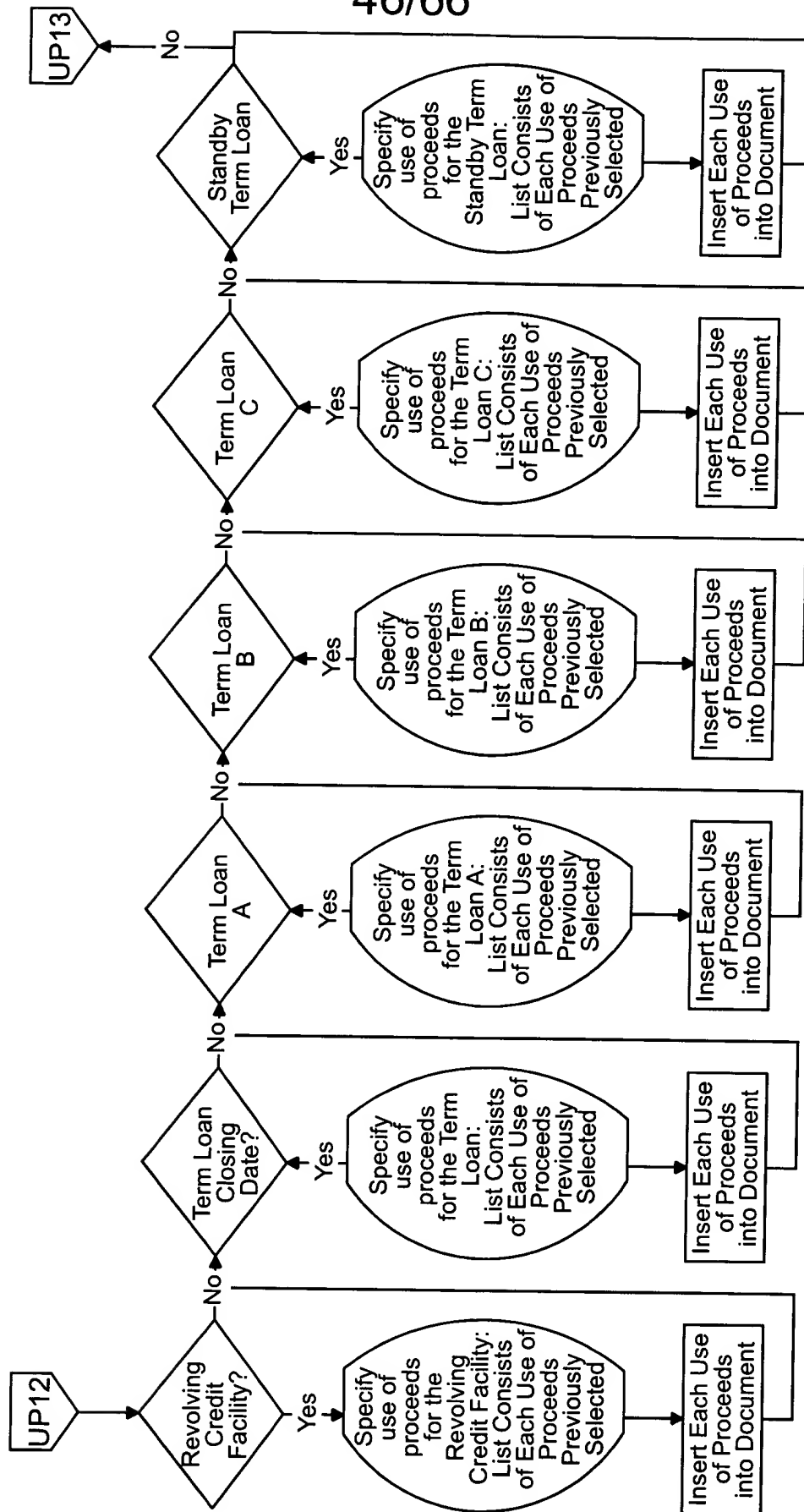


FIG. 6NN

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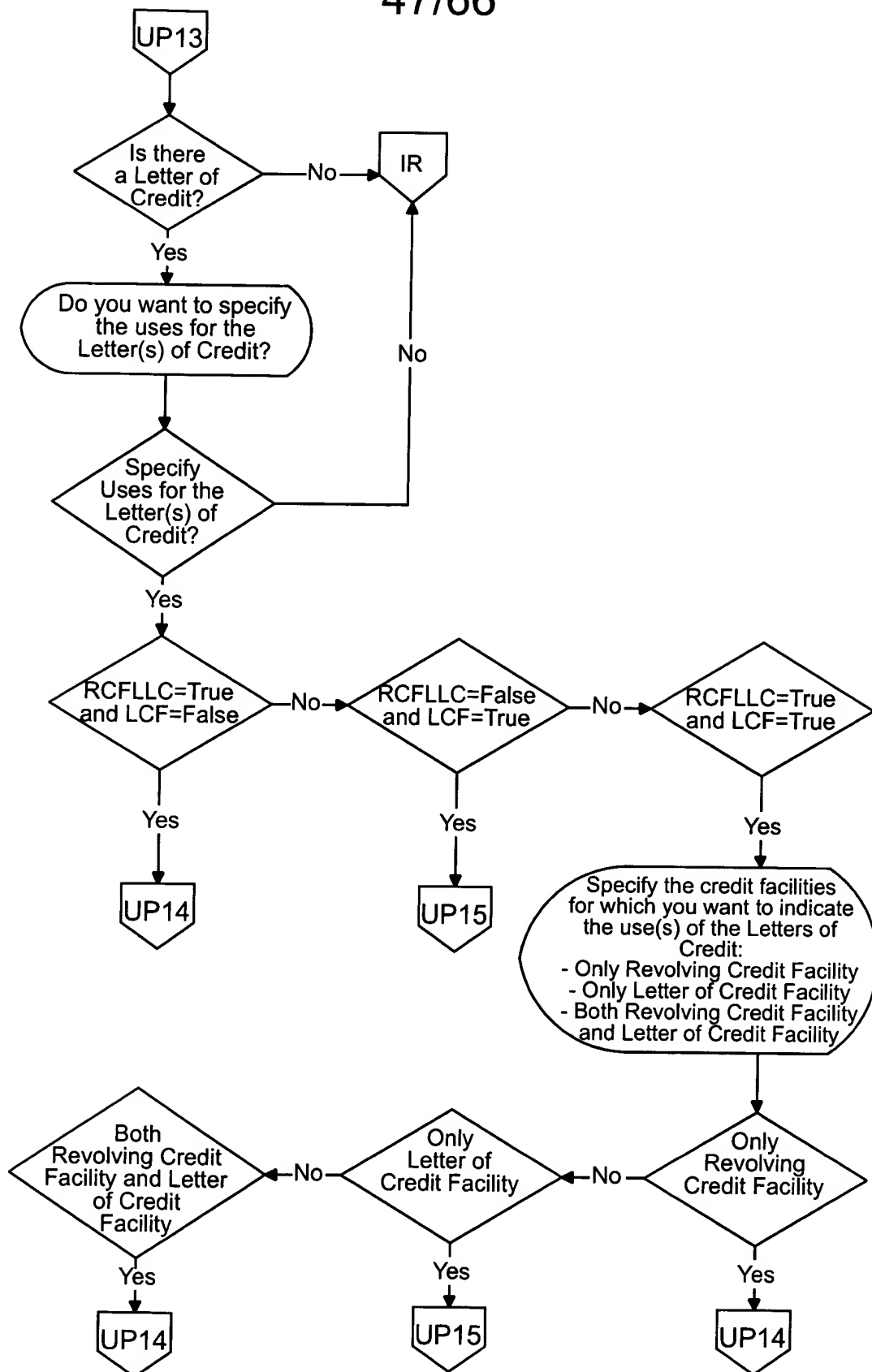


FIG. 600

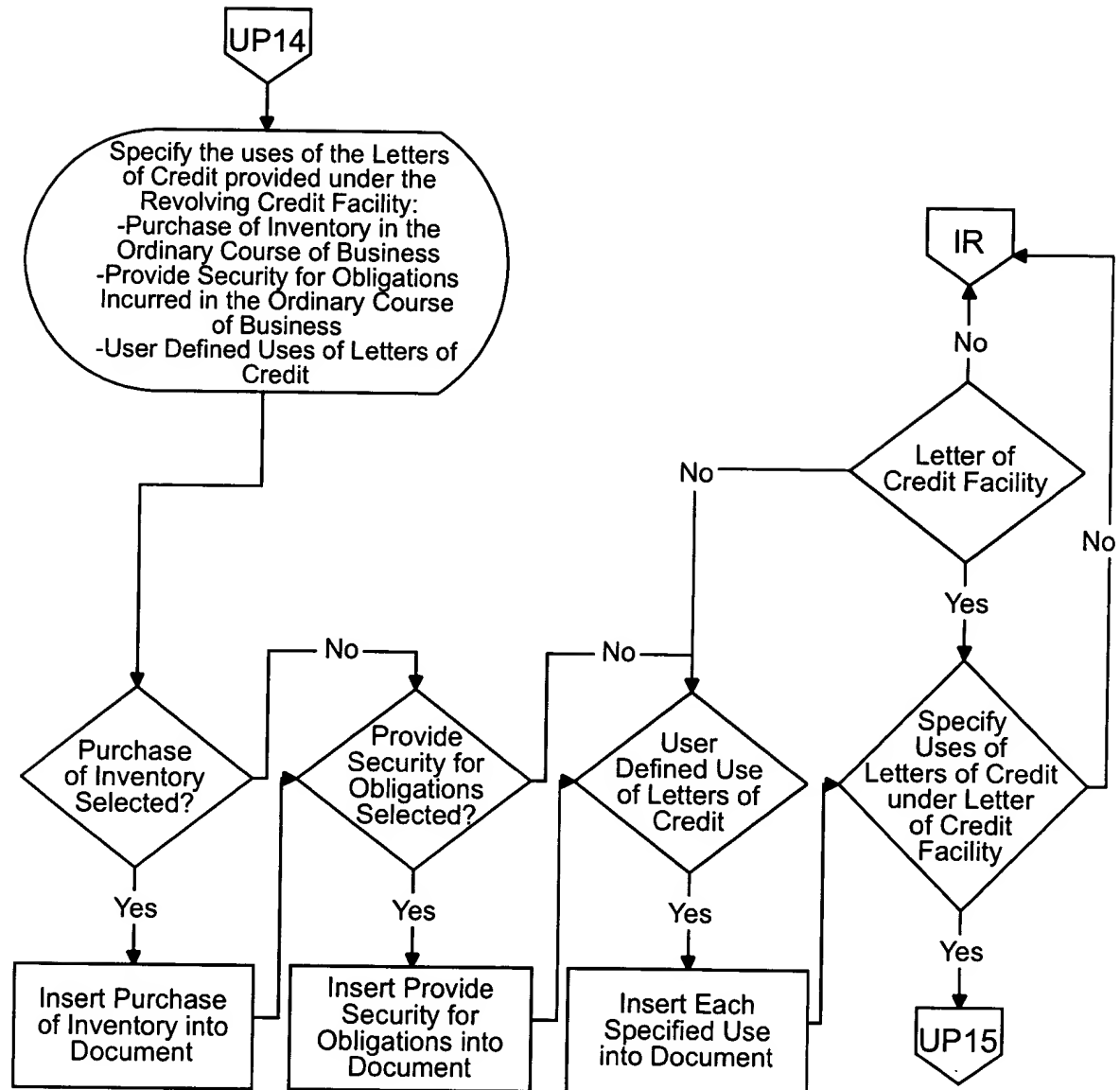


FIG. 6PP



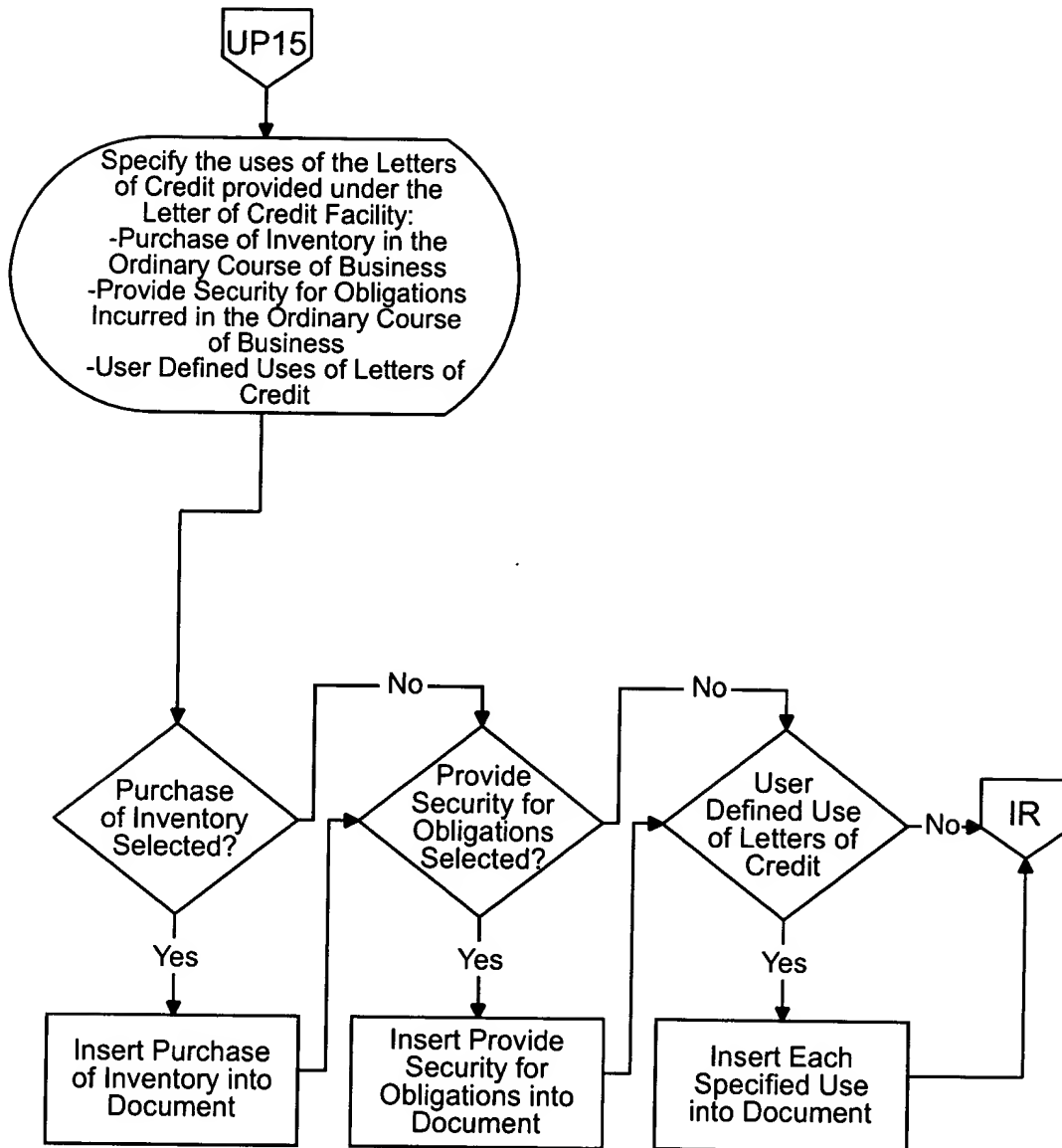


FIG. 6QQ

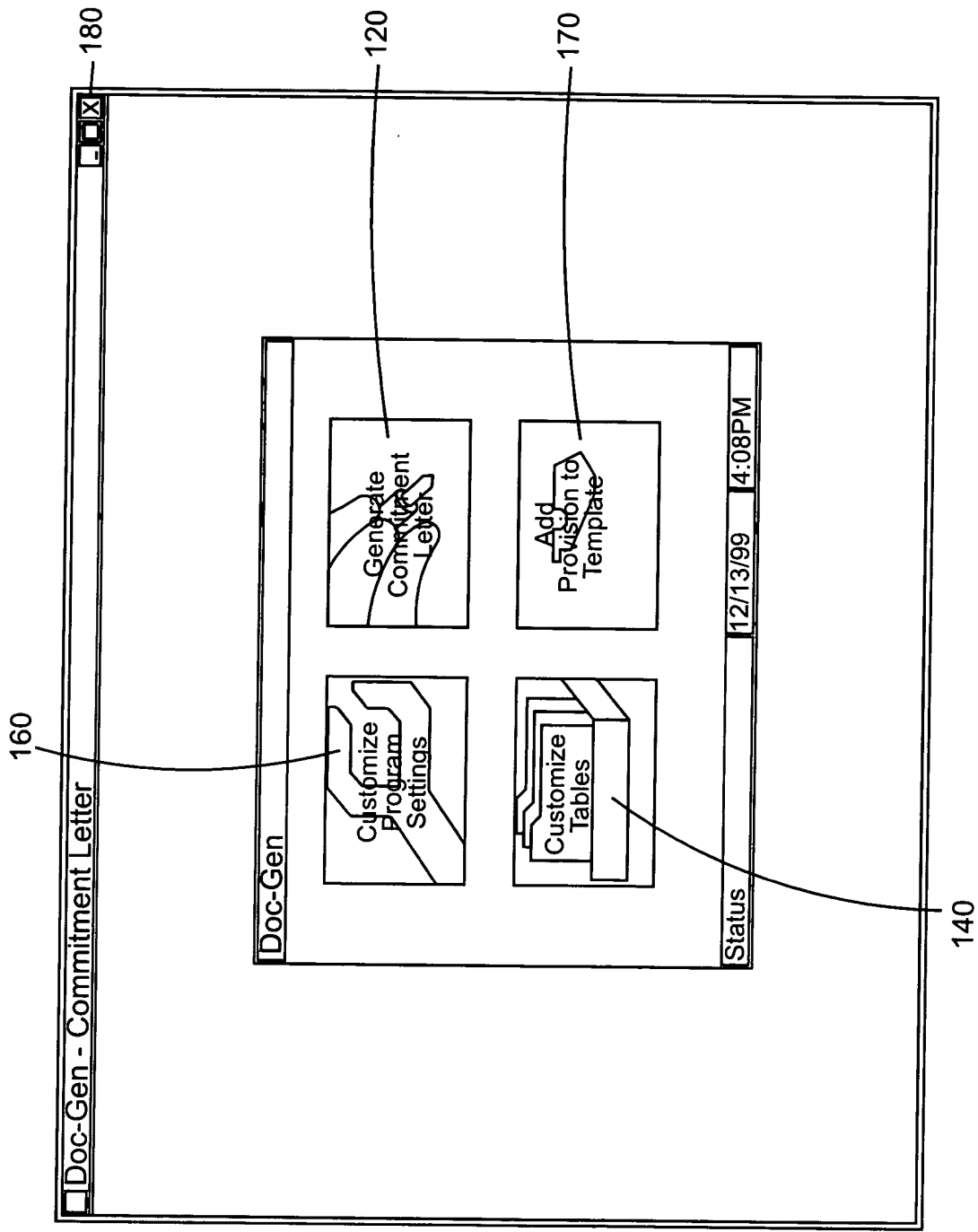


FIG. 7

I—8A {DATE \@MMMM d, yyyy" \ }  
 MERGEFORMAT} 8C 8B  
 I—8A )  
 Re: {DOCVARIABLE "GeneralDefinition" \\*MERGEFORMAT}

I—8A 8A  
 You have requested that I provide to I the I referred to below II—8A

III I—8A

I any of the following occur: I or ({SEQ level0\\*arabic \\*MERGEFORMAT})  
 any of the fees provided for in the Commitment Documents are not paid when due.

I

I

II and each of their respective directors, officers, employees, agents, attorneys and controlling persons (each an "Indemnified Person") from and against any and all losses, claims, liabilities and legal and other expenses which any Indemnified Person incurs in respect of investigating, defending or participating in any legal or other proceedings (commenced or threatened) related to or arising out of any of the Commitment Documents, or the proposed or actual use of the credit provided pursuant to the {DOCVARIABLE "GeneralDefinition" \\*MERGEFORMAT} (whether or not any Indemnified Person is a party to any such proceeding), other than any of the foregoing claimed by any Indemnified Person to the extent finally determined by a court of competent jurisdiction to have resulted directly and primarily from the gross negligence or willful misconduct of such Indemnified Person. I shall not be responsible or liable to you or any other person for consequential damages. Your obligations under this paragraph shall survive any termination of the Commitment Documents and shall be effective regardless of whether any definitive financing agreements are executed. The foregoing provisions of this paragraph shall be in addition to any rights that I or any other Indemnified Person may have at common law or otherwise.

You agree to reimburse I fees and expenses incurred in connection the preparation, execution and delivery of each of the Commitment Documents, and all activities related to or contemplated by such Commitment Documents, including but not limited to the conducting of due diligence and the preparation of documentation for the {DOCVARIABLE "GeneralDefinition" \\*MERGEFORMAT}, including the reasonable fees I , whether or not definitive documentation for the {DOCVARIABLE "GeneralDefinition" \\*MERGEFORMAT} is executed or the {DOCVARIABLE "GeneralDefinition" \\*MERGEFORMAT} are provided.

I

Each of the Commitment Documents is delivered to you on the condition that each such Document be kept confidential and not shown to or discussed with any third party (other than on a confidential and need to know basis with your counsel, governing board, and financial advisors and except as required by applicable law or court order or subpoena) without .

set forth in this letter will terminate at 5:00p.m. on , unless you accept the Commitment Documents at or prior to that time by signing and returning to counterparts of each of the Commitment Documents. under the Commitment Documents, if accepted by you, will in any event terminate at 5:00p.m. on if the closing of the {DOCVARIABLE "GeneralDefinition" \\*MERGEFORMAT}, including satisfaction of all conditions precedent set forth in the Commitment Documents, has not occurred on or prior to such date.

Each of the Commitment Documents may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement, and none of the Commitment Documents may be assigned by you without the prior written consent of and and may not be amended or any provision of any Commitment Document waived or modified except by an instrument in writing signed by each of the parties to such Documents. Each of the Commitment Documents shall be governed by and construed in accordance with the laws of .

We look forward to working together to complete this transaction.

--	--

Accepted and Agreed  
this \_\_\_\_\_ day of \_\_\_\_\_

FIG. 8B

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TERM SHEET  
FOR  
{ DOCVARIABLE "GeneralDefinition" \\*MERGEFORMAT}

Parties	
---------	--

Definitions

Definitions in Commitment Letter:	Unless otherwise specified all terms defined in the Commitment Letter to which this Term Sheet is attached have the same meaning in this Term Sheet as are specified in such Commitment Letter.
Closing Date:	Date all documentation required for the { DOCVARIABLE "GeneralDefinition" \*MERGEFORMAT} is executed and delivered and all conditions precedent in all such documents are satisfied .

Documentation	
General:	The { DOCVARIABLE "GeneralDefinition" \*MERGEFORMAT} will be subject to the negotiation, execution and delivery of a definitive credit agreement and all related documentation, all in form and substance acceptable to { DOCVARIABLE "CreditProviderApprovingDocumentation" \*MERGEFORMAT}. Such documentation will contain provisions typical for a transaction of this type, as well as those required by { DOCVARIABLE "CreditProviderApprovingDocumentation" \*MERGEFORMAT}, including but not limited to those set forth below.
Conditions Precedent:	Each of the following:

FIG. 8C

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	Fees, Expenses and Compensation. To the extent due, payment of all costs, fees (including but not limited to legal fees), expenses and other compensation payable pursuant to the Commitment Documents.
Representations and Warranties:	
Covenants:	Customary in transactions of this type and as required by { DOCVARIABLE "GeneralDefinition" \ * MERGEFORMAT }, including but not limited to each of the following:
	Reporting Requirements.
	Affirmative Covenants.
	Negative Covenants.
	Financial Covenants.
Events of Default:	

Taxes:	All payments are to be made free and clear of all taxes (other than net income and franchise taxes), imposts, assessments, withholdings or any other deductions.

Indemnities:	{ DOCVARIABLE "CreditReceiversGeneral" \ * MERGEFORMAT } will provide indemnities customary for a transaction of this type.

Governing Law:	
Jurisdiction:	{ DOCVARIABLE "CreditReceiversGeneral" \ * MERGEFORMAT } will submit to the non-exclusive jurisdiction and venue of the federal and state courts of .
Jury Trial	{ DOCVARIABLE "CreditReceiversGeneral" \ *

FIG. 8D

	by jury.
Counsel to :	

FIG. 8E

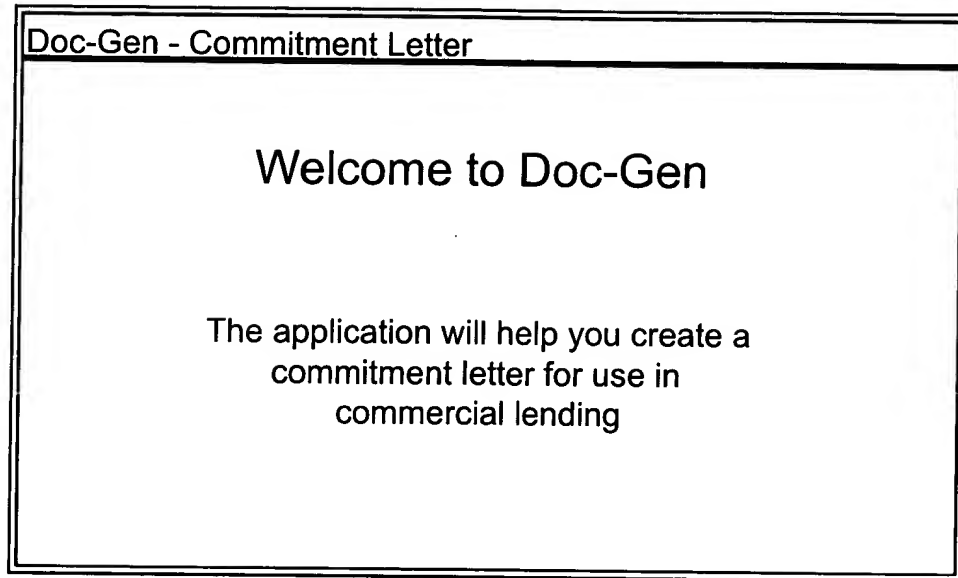


FIG. 9

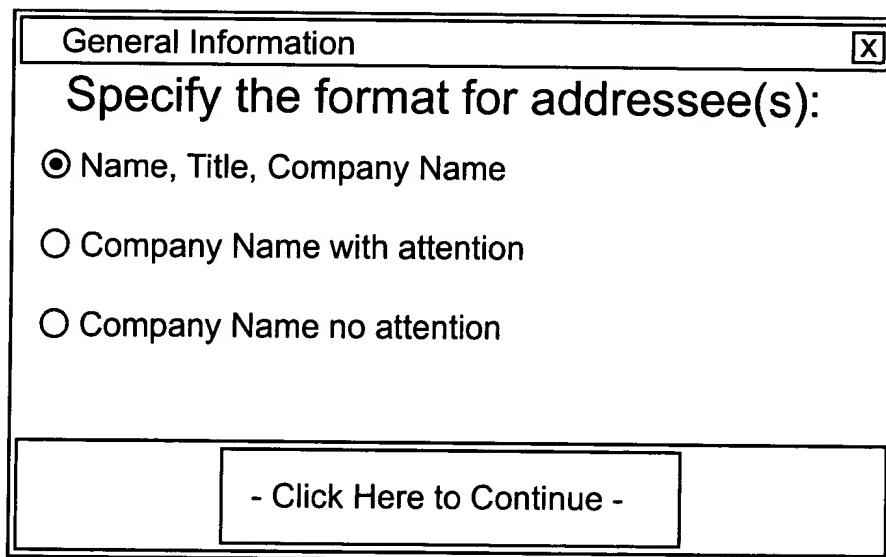
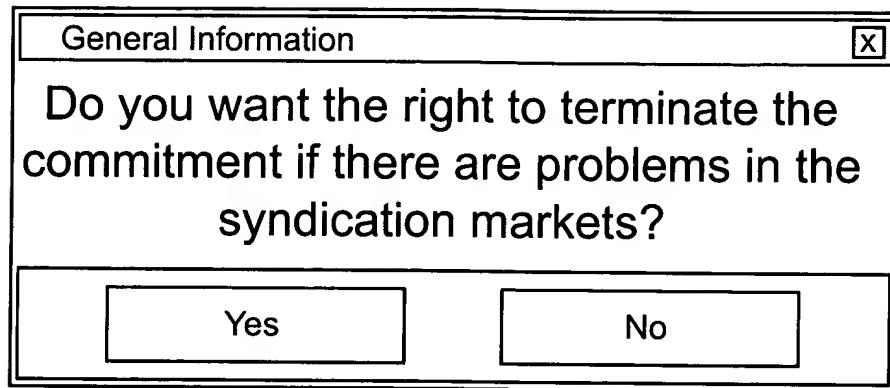


FIG. 10



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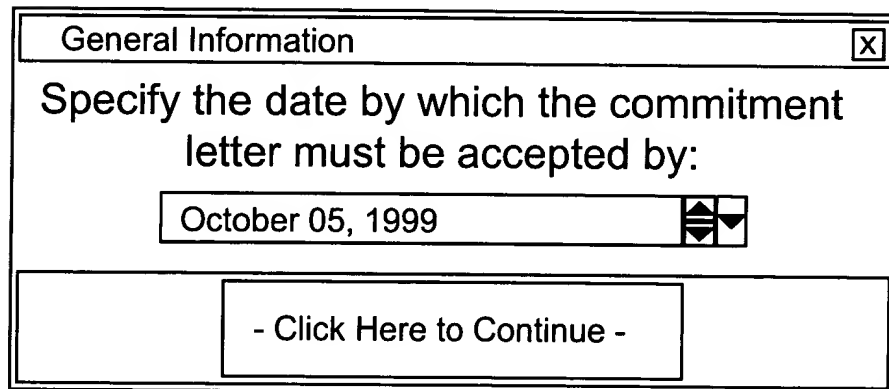


General Information [X]

Do you want the right to terminate the commitment if there are problems in the syndication markets?

Yes No

FIG. 11



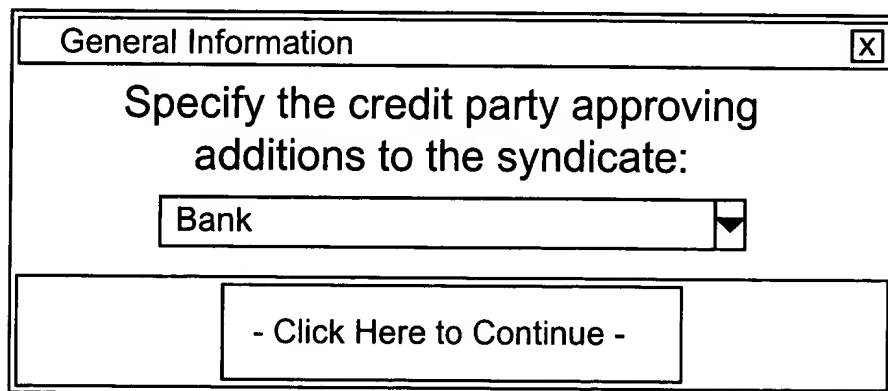
General Information [X]

Specify the date by which the commitment letter must be accepted by:

October 05, 1999

- Click Here to Continue -

FIG. 12



General Information [X]

Specify the credit party approving additions to the syndicate:

Bank

- Click Here to Continue -

FIG. 13

Please enter the name of each party:

Party # 1:

Party # 2:

FIG. 14

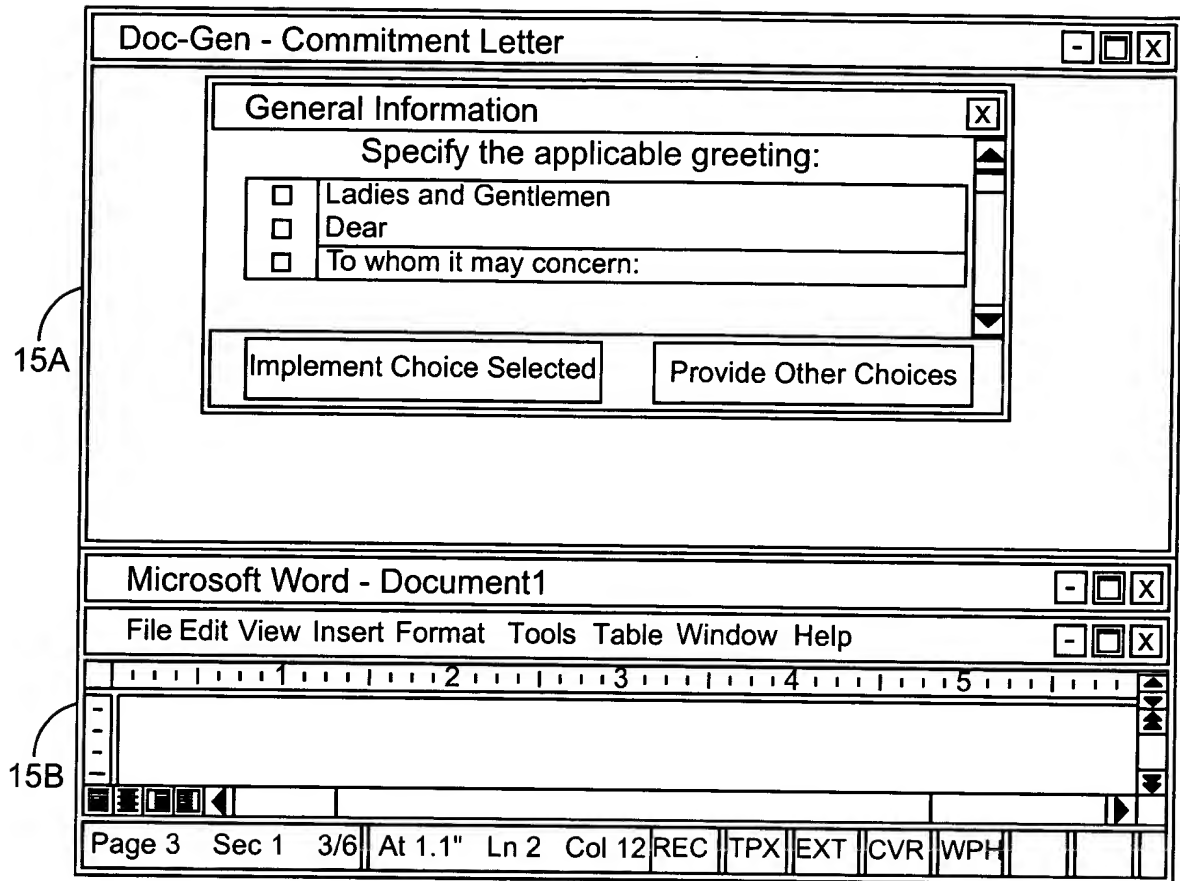


FIG. 15

The image shows a dialog box titled 'General Information'. The text inside reads 'Specify names of parties whose counsel fees will be paid by the customer:'. Below this text are three rows, each with a label and a text field: 'Party # 1' with the value 'Lender', 'Party # 2' with the value 'Bank', and 'Party # 3' with the value 'Agent'. At the bottom of the dialog box is a button labeled '- Click Here to Continue -'.

FIG. 16

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A screenshot of a software dialog box titled "General Information" with a close button (X) in the top right corner. The main text inside the box reads: "Specify date (month and year)to be inserted on the signature line for acceptance of the commitment letter:". Below this text are two dropdown menus. The first dropdown menu is currently set to "January" and the second is set to "2000". At the bottom of the dialog box, there is a button labeled "- Click Here to Continue -".

FIG. 17

A screenshot of a software dialog box titled "General Information" with a close button (X) in the top right corner. The main text inside the box reads: "Specify the number of parties that will have their expenses paid by the customer:". Below this text is a dropdown menu that is currently set to the value "1". At the bottom of the dialog box, there is a button labeled "- Click Here to Continue -".

FIG. 18

A screenshot of a software dialog box titled "General Information" with a close button (X) in the top right corner. The main text inside the box reads: "Specify the deal specific provision:". Below this text is a single-line text input field. At the bottom of the dialog box, there is a button labeled "- Click Here to Continue -".

FIG. 19

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Adressee Information		
Please enter the following information for Addressee # 1:		
Name:	Mr. ▼ John	Doc ▼
Title:	Managing Partner ▼	
Company Name:	Law Firm ▼	
Address:	Law Firm Address	
City:	Garden City ▼	
State:	New York ▼	Zip: 11530 ▼
<div>- Click Here to Continue -</div>		

FIG. 20

Data Entry - Issuer(s) Information	
Please enter the following information for Issuer # 1:	
Officier Name:	Bank Officier ▼
Title:	Vice President ▼
Name:	Bank Name ▼
Abbr.Name:	Abbr. Bank Name ▼
<div>- Click Here to Continue -</div>	

FIG. 21

Confirmation	
<p><b>Are these answers correct?</b></p> <p>Specify the number of parties receiving credit facilities:  <b>One</b></p> <p>Specify the name of Credit Party:  <b>Credit Party Name</b></p> <p>Specify the number of Credit Facilities:  <b>More Than One</b></p> <p>Credit Facilities Selected:  <b>Revolving Credit Facility (Loans and Letter of Credit)</b>  <b>Term Loan on Closing Date</b></p>	
<input type="button" value="- YES -"/>	<input type="button" value="- NO -"/>

FIG. 22

Revolving Credit Facility <span style="float: right;">[X]</span>	
<p><b>What elements are part of the Borrowing Base?</b></p>	
<p><input checked="" type="checkbox"/> Accounts Receivable</p> <p><input type="checkbox"/> Inventory</p> <p><input checked="" type="checkbox"/> Equipment</p>	
<input type="button" value="- Click Here to Continue -"/>	

FIG. 23

Revolving Credit Facility [X]

Specify the maximum amount:

	▼	000	▼	000	▼	000	▼	00	▼
--	---	-----	---	-----	---	-----	---	----	---

- Click Here to Continue -

FIG. 24

Revolving Credit Facility [X]

Specify the periods:

From:	To:
January ▼ 5 ▼	January ▼ 13 ▼
January ▼ 13 ▼	April ▼ 24 ▼
_____ ▼ — ▼	_____ ▼ — ▼
_____ ▼ — ▼	_____ ▼ — ▼
_____ ▼ — ▼	_____ ▼ — ▼

- Click Here to Continue -

FIG. 25

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Revolving Credit Facility	
Specify the periods:	
From:	To:
Six Months After CI ▼	Six Months After CI ▼
the 2 Tuesday of J ▼	_____ ▼
the 2 Tuesday of J ▼	_____ ▼
_____ ▼	_____ ▼
_____ ▼	_____ ▼
<div>- Click Here to Continue -</div>	

FIG. 26

Term Loan on Closing Date <span style="float: right;">[X]</span>	
In the order in which each payment is to be made on the Term Loan specify the amount of each such payment:	
Amount of Payments	
Payment - 1	<div> <div>_____ ▼</div> <div>_____ ▼</div> <div>2 _____ ▼</div> <div>000 _____ ▼</div> <div>00 _____ ▼</div> </div>
Payment - 2	<div> <div>_____ ▼</div> <div>_____ ▼</div> <div>2 _____ ▼</div> <div>000 _____ ▼</div> <div>00 _____ ▼</div> </div>
Payment - 3	<div> <div>_____ ▼</div> <div>_____ ▼</div> <div>4 _____ ▼</div> <div>000 _____ ▼</div> <div>00 _____ ▼</div> </div>
Payment - 4	<div> <div>_____ ▼</div> <div>_____ ▼</div> <div>5 _____ ▼</div> <div>000 _____ ▼</div> <div>00 _____ ▼</div> </div>
Payment - 5	<div> <div>_____ ▼</div> <div>_____ ▼</div> <div>4 _____ ▼</div> <div>000 _____ ▼</div> <div>00 _____ ▼</div> </div>
Payment - 6	<div> <div>_____ ▼</div> <div>_____ ▼</div> <div>5 _____ ▼</div> <div>000 _____ ▼</div> <div>00 _____ ▼</div> </div>
Payment - 7	<div> <div>_____ ▼</div> <div>_____ ▼</div> <div>2 _____ ▼</div> <div>000 _____ ▼</div> <div>00 _____ ▼</div> </div>
Payment - 8	<div> <div>_____ ▼</div> <div>_____ ▼</div> <div>1 _____ ▼</div> <div>000 _____ ▼</div> <div>00 _____ ▼</div> </div>
<div>- Click Here to Continue -</div>	

FIG. 27



Revolving Credit Facility						
For Each Period Specified Below Specify the Start and the End of Each Period and the Amount Available Under the Revolving Credit Facility During Each Such Period:						
Start of Period	End of Period	Amount Available (\$)				
First Day Revolving Credit Facility Available	October 05, 1999		1	000	000	00
October 05, 1999	October 05, 1999		2	000	000	00
October 05, 1999	Last Day Revolving Credit Facility Available		3	000	000	00

- Click Here to Continue -

FIG. 28

Selection of Multiple Credit Facilities	
Please Select the Appropriate Combination of Credit Facilities:	
<input type="checkbox"/> <i>Revolving Credit Facility</i>	
<input type="radio"/> Revolving Credit Facility (Loans Only)	
<input type="radio"/> Revolving Credit Facility (Loans and Letters of Credit)	
<input type="checkbox"/> <u>Term Loan to Repay Revolving Credit Facility</u>	
<input type="checkbox"/> <i>Term Loans on Closing Date</i>	
<input type="radio"/> ONE Term Loan on Closing Date	
<input type="radio"/> TWO Term Loans on Closing Date	
<input type="radio"/> THREE Term Loans on Closing Date	
<input type="checkbox"/> Standby Term Loans	
<input type="checkbox"/> Letter of Credit Facility (Separate from Revolving Credit Facility)	

- Click Here to Continue -

FIG. 29

A dialog box titled "Modify Selection" with a close button (X) in the top right corner. It contains a text area labeled "Term Standard # 1" with a vertical scrollbar. Below the text area are three buttons: "Change Selection for use in this transaction only" (labeled A), "Return to Previous List" (labeled C), and "Change Selection Permanently" (labeled B).

FIG. 30

A form titled "Officer Table Maintenance". It contains several input fields with labels to their left: "Id" (value 0), "Static" (value 0), "OfficerName" (value "Bank Officer"), "Name" (value "Bank Name"), "AbbrName" (value "Abbr. Bank Name"), and "Title" (value "Vice President"). Below these fields are five buttons: "Add", "Update", "Delete", "Refresh", and "Close". At the bottom, there is a record navigation bar with left and right arrow buttons, a "Record: 1" indicator, and additional left and right arrow buttons.

FIG. 31

A dialog box titled "Table Maintenance". It contains the text "Please select the table you want to modify:". Below this text is a dropdown menu with "City" selected. At the bottom are two buttons: "Edit Table" and "Done".

FIG. 32